

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT OF FLORIDA IN AND
FOR BROWARD COUNTY, FLORIDA**

CASE NO.: CACE 25-003574

SEMINOLE TRIBE OF FLORIDA,
for itself and for the benefit of its
tribal members,

Plaintiff,

v.

JURY TRIAL DEMAND

LENNAR HOMES, LLC,

Defendant.

_____/

AMENDED COMPLAINT

Plaintiff, Seminole Tribe of Florida (“STOF” or “Tribe”), for itself and for the benefit of its tribal members, sues Defendant, Lennar Homes, LLC (“Lennar”), and alleges:

INTRODUCTION

1. This lawsuit is between two named Parties, the Tribe and Lennar, for various state court claims, including a breach of their contract. This case was originally filed all the way back on March 13, 2025, as a result of Lennar’s negligent and defective design, manufacture and construction of hundreds of homes, across six of STOF’s reservations throughout Florida—the vast majority which are owned by STOF (“Subject Residences”)—and which negligence directly caused hundreds of millions in damages to the Tribe, including serious health injuries to many members of the Tribe, for which STOF has already incurred, and continues to incur on a daily basis.

2. This first Amended Complaint is being filed because Lennar: (1) spent the last six months — almost on a daily basis— tricking and deceiving the Tribe, into falsely believing that

Lennar had every intention of amicably resolving all of these very serious issues, which have been pending before this Court (the designated forum under the contract between the Tribe and Lennar), while actually: (2) simply hiding and concealing the full extent of their intentional misconduct and fraud, in selling the Tribe these horrible and defective homes, which have left the Tribe with hundreds of millions in direct damages, and hundreds of their individual members with serious health problems for the Tribe to handle. It is finally time for this important litigation to proceed.

3. While STOF and its consultants will certainly continue to assess the dire condition of the defective homes built by Lennar, as well as their injured Tribe members and other tenants with health damages who all resided in these homes, it is now clear that Lennar's failures have caused damage to STOF and hundreds of its individual tribal members whom STOF has and/or will pay for reimbursement of out-of-pocket damages and/or relocation and health care expenses, amounting to tens if not hundreds of millions of dollars.

4. This Court – and all Parties – have the great benefit of the extensive litigation and precedent, set in the nationwide Opioid Multi District Litigation (“MDL”) before Federal Judge Polster, and features specifically a Native American MDL Track. Plaintiffs and their counsel are extremely familiar with the Opioid MDL. The Native American Track was one of the most extensive tracks within the Opioid MDL, whereby the various tribes sought and were provided monetary relief for the increased healthcare and other costs they incurred as a result of the devastating toll the opioid epidemic took on their members. Almost every Tribe in the United States has made significant recoveries for the damages caused to their health systems.

5. Moreover, there are many, analogous defective construction and health actions and the Parties look forward to discussing and planning a Case Management Order, to proceed efficiently down both the health and construction tracks. The extremely extensive Opioid MDL,

which is providing billions of dollars for the victims, is a great and helpful resource for the Court and the Parties to help them all plan the most efficient course ahead.

6. Ongoing inspections of the defective Lennar homes have already revealed that the Lennar houses owned by STOF are rife with significant design and construction defects that have resulted in property damage and health risks to its residents, including, but not limited to, issues with the building envelope, electrical, mechanical, ventilation, and roofing systems that have resulted in, among many other things: (a) visible mold; (b) excess humidity, moisture and water intrusion; (c) elevated mold spores in the breathing zones of the Subject Residences; (d) elevated dust mite particles within the breathing zones of the Subject Residences.; (e) water intrusion. STOF has produced and continues to produce professional consultants reports of issues that STOF continues to learn about on a daily basis, and reserves all rights as the issues become known.

7. All Lennar defective houses were already inspected for air quality and mold, and not one passed inspection. These defects have also adversely affected the health of many tribal members and have displaced them.

8. STOF owns almost all of the homes that Lennar built before it was terminated from the project. It also owns all of the land beneath all of the homes built by Lennar, as well as all of the land developed by Lennar. STOF seeks a recovery of damages incurred to all units beset by design and/or construction issues.

9. STOF is obligated to its tribal members and all tenants to provide in-home maintenance of all tribal members' primary residences at STOF's expense, as well as relocation services should any unit be rendered unsafe or uninhabitable. Among other damages, STOF seeks the recovery of the significant, additional maintenance costs spent to address issues caused by the design and construction-related defects in all tribal-owned and member-owned units.

10. Many STOF tribal members were unable to purchase these homes outright. In the interest of the primary purpose of this development—housing its tribal members—STOF provided favorable leases for 313 homes.

11. Many of these leaseholder tribal members have been constructively evicted from their houses due to unsafe living conditions arising from the design and construction-related defects in their dwellings. These victims suffer, and continue to suffer every day, as a direct result of Lennar's actions. Due to the presence of mold and unsafe air quality, their properties are uninhabitable. Lennar's breach of its duties has significantly interfered with the leaseholders' use and enjoyment of the premises, and as a result of Lennar's failure to remedy the defects and risks and/or damage to their health, they have been forced to vacate the property and relocate away from their rental properties.

12. STOF anticipates that as inspections continue, the scope of this case will increase significantly with additional information gleaned from those ongoing inspections as to how these defects are endemic to all units built by Lennar. Further, STOF expects that formal discovery from Lennar will expose systemic and identical defects throughout the communities that Lennar constructed. After STOF has had the opportunity for brief discovery, STOF will request the opportunity to amend the complaint once more to bring in all subcontractors as defendants as well. STOF therefore intends to request leave to amend this Complaint in the future to incorporate further detail as the full extent of the problems become known.

BRIEF FACTUAL BACKGROUND

13. "Chickee" is the word that the Seminoles use for "house."¹ In the 1830s, the Indian Removal Act led to the displacement of the Seminoles who were fleeing from U.S. troops seeking to displace them and take their land. Due to this, traditional stationary houses gave way to an easier and faster to build, disposable shelter that the Seminoles used —*the chickee*.

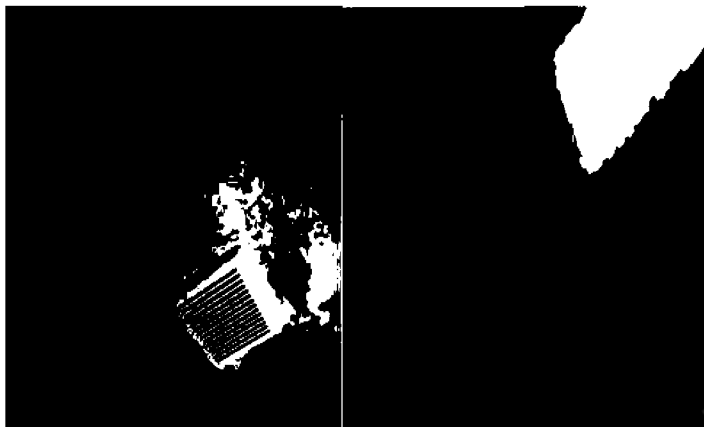


14. In late 2019, STOF endeavored to help its constituent members realize their dreams of owning a brand-new home by facilitating the development of communities within STOF tribal residential land for tribe members to purchase and/or lease homes within STOF communities. This project strived to be the largest residential development ever undertaken by a Native American tribe in the United States. The Tribe put the project out to bid among reputable developers and ultimately chose Lennar to take on this project.

15. This action arises out of Lennar's negligent and defective development, design, manufacture and construction of many hundred homes across many of STOF's reservations throughout Florida. Issues include but are not limited to issues with the ventilation and roofing systems that have resulted in moisture intrusion and mold.

¹ <https://www.semtribe.com/culture/chickee>

16. Not only has Lennar's faulty construction resulted in structural damages, but mold exposure also may catalyze a myriad of long-term health issues for residents. All houses inspected have failed air quality tests.



17. STOF and its tribal members' dream, to develop safe, high-quality housing on its reservations for the benefit and access of its tribal members, was entrusted to Lennar—the company whose “Core Values” are “Quality, Value, and Integrity.” However, Lennar has acted without integrity, and has certainly not brought value to STOF by building low quality homes across six of STOF's reservations throughout Florida.

18. Unfortunately, this is another example of a multi-billion-dollar conglomerate corporation taking advantage of its trusting customers. Although this time, Lennar has hurt STOF, the only tribe in America who has never signed a peace treaty, and is not afraid of banding together and defending its members who have been wronged.

MIAMI-BASED LENNAR CORPORATION



Lennar Corporation Reports \$7.33 Billion Revenue in Q1, February 2024.

19. Lennar Corporation (“Lennar Corp.”), Lennar Homes, LLC’s parent company, was founded as a local Miami homebuilder, F&R Builders, in 1954 by Gene Fisher and Arnold Rose. Two years, Leonard Miller joined and became a co-owner of F&R Builders and partnered with Arnold Rosen. In 1971, Leonard and Arnold renamed the company Lennar and completed its initial public offering. In 1972, Lennar Corp. was listed on the NYSE under the ticker “LEN.”²

20. From its humble beginnings, Lennar Corp. now has a market cap of 33.949 billion dollars³ and even has passed investment muster of the legendary Warren Buffet.⁴

21. On August 17, 2025, it was reported that Warren Buffett’s Berkshire Hathaway, Inc. publicly disclosed previously secret investments totaling \$1.8 billion in several companies. Lennar Corp. was one of these companies. Berkshire Hathaway’s stake in Lennar Corp. represents

² <https://www.lennar.com/about/history>

³ <https://finance.yahoo.com/quote/LEN/>

⁴ <https://www.bizjournals.com/southflorida/news/2025/08/15/warren-buffett-berkshire-hathaway-lennar-invest.html>

a substantial vote of confidence by one of the most prominent and sophisticated investors in the world.⁵

22. In the first half of 2025, Berkshire acquired more than 7 million shares of Lennar Corp. stock valued at approximately \$800 million. In the second quarter of 2025, Berkshire purchased approximately 5.3 million shares worth \$575 million after acquiring an additional 1.8 million shares for \$222 million in the first quarter.⁶

23. By leveraging investor confidence, Lennar Corp. strengthens its market position while continuing to disregard the trust and safety of the Tribe and its members who were deceived into living in and purchasing egregiously defective homes from its subsidiary, Defendant Lennar Homes, LLC.

24. Because Lennar Corp. is based in South Florida, major investments as described above fuel Lennar Corp.'s ability to mass produce defective homes in areas where the Tribe operates. Indeed, according to a real estate news publication, Lennar Corp. "has particularly seized on south Miami-Dade County, an area with vast land supply that comes at a discount compared with development sites in South Florida's urban cores."⁷

25. Berkshire Hathaway's large investment into Lennar Corp. signals that Lennar Corp. and Defendant Lennar Homes, LLC will continue to aggressively expand in South Florida and increases the likelihood that the same defective construction practices described in this Complaint

⁵ <https://finance.yahoo.com/news/warren-buffetts-berkshire-hathaway-discloses-185107777.html?guccounter=1>

⁶ <https://joellerealtor.com/blog/warren-buffetts-berkshire-hathaway-invests-nearly-dollar800m-in-homebuilding-giant-lennar>

⁷ <https://therealdeal.com/miami/2025/08/15/warren-buffetts-berkshire-buys-800m-in-lennar-shares/>

will be repeated. Thus, the threat of additional harm to the Tribe is not speculative or remote, but rather imminent and ongoing.

26. The investment disclosure illuminates how Lennar Corp. continues to attract and profit from major institutional investors. Lennar Corp. remains one of the largest homebuilders in the country. Yet, despite serious allegations against Defendant Lennar Homes, LLC of defective construction and failure to deliver safe and properly built homes on the Tribe's reservations, Lennar Corp. continues to secure substantial financial backing.

27. While Lennar Corp. promotes itself to investors and enjoys access to billions in capital, its subsidiary has simultaneously failed to honor its obligations to deliver safe and habitable residences to STOF.

28. Juxtaposing Lennar Corp.'s ability to attract high-profile investors like Berkshire Hathaway and its failure to deliver safe and habitable residences makes the premise of this Complaint clear: Lennar Corp. prioritizes financial growth and investor confidence over consumer safety.

29. Berkshire Hathaway's investment provides Lennar Corp. with even greater financial credibility and leverage to expand its operations. Armed with such strong financial backing, Lennar Corp. is well-positioned to continue mass-producing homes at scale in South Florida and thus perpetuate the defective practices that are alleged in this Complaint.

30. According to Lennar Corp.: "Nothing makes me more proud than to say that in all the 40 years I have been with Lennar, one thing has never changed — Our leadership truly cares for the wellbeing of Associates, always gives back to our community, and encourages all of us to be part of that culture."⁸

⁸ <https://careers.lennar.com/page/culture>

31. Lennar Corp. has experienced exceptional growth. It added a mortgage arm to its offerings and opened locations all over the United States. To date, Lennar Corp. has constructed more than one million new homes for families all over the country. Over 53,000 of those homes were finished in 2020 alone.

32. Lennar Corp. reported total assets of \$33.207 billion with a total equity of \$20.996 billion. Its financial services and mortgage arm reported \$79 million in earnings in the first quarter of 2023, down from \$91 million in the first quarter of 2022. Lennar Corp. employs over ten thousand people.

33. There is very little competition as to the homebuilding knowledge, resources, and ability of Lennar Corp. and its leaders. In 2018 alone, the year before STOF accepted Lennar's bid, Lennar Corp. accepted approximately 45,826 new home orders and reported more than \$20 billion in revenue.

34. Stuart Miller serves as the Chief Executive Officer and is considered one of the country's leaders in home development and a great leader in our local community. He is a member of the Board of Directors of Lennar Corp., co-founded and served as Chairman of the Board of LNR Property Corporation and is past chairman of the Joint Center for Housing Studies Policy Advisory Board at Harvard University. In March 2000, Stuart joined the Board of Directors of Builder Homesite, Inc., a consortium of homebuilders nationwide who represented \$46 billion in gross revenue and built over 203,000 homes in 340 communities across the continental United States.

35. As a public company, Lennar Corp. is required to file annual "Form 10-K" reports with the SEC. In Lennar Corp.'s most recent 2024 Annual Report, they state, "Our construction

playbook has three primary areas of focus: lowering construction costs, reducing cycle time and achieving even flow production.”⁹

36. Lennar Corp.’s sometimes misplaced focus on “lowering construction costs” and reducing cycle time has led to the common defects in the Subject Residences which are delineated throughout this complaint. Lennar and Lennar Corp. are aware that lower construction costs are a recipe for defective conditions, especially in harsher climates like Florida’s, where high humidity and heat create harmful effects on poor quality building and are catalysts for mold.

37. According to Robert Knowles, president and founder of the National Association of Homeowners and licensed professional engineer, avoidable defects are caused by business practices that focus on building and selling quickly, with minimal concern for repeat business or quality control.¹⁰ He stated, “There is no bonus for building the house to code, for quality ... There’s only bonuses for speed ... and volume.” *Id.*

⁹ <https://investors.lennar.com/~media/Files/L/Lennar-IR-V3/documents/annual-reports/annual-report-2024.pdf>. The 2024 Annual Report also outlines Lennar’s warranty: “We warrant our new homes against defective materials and workmanship for a minimum period of one year after the date of closing. Although we subcontract virtually all segments of construction to others and our contracts call for the subcontractors to repair or replace any deficient items related to their trades, we are primarily responsible to the homebuyers for the correction of any deficiencies.” *Id.*

¹⁰ <https://hntbrk.com/homebuilders/>

BEING “LENNARED”

“You have to start value-engineering every component of the home, which means making compromises, not in quality, but in the way that you actually configure the homes.”

- Lennar Corp. Co-CEO Stuart Miller.¹¹

38. The issues that STOF is facing with its housing are not unique to its specific developments. Lennar has had to deal in the past with allegations of negligent and defective development, design, manufacture and construction based on the same type of defects as in the Subject Residences.

39. For example, Lennar homeowners created a Facebook group “to post about any ongoing neighborhood or construction issues.” The group has almost 40.8 thousand members. See <https://www.facebook.com/groups/lennarcomplaints>.



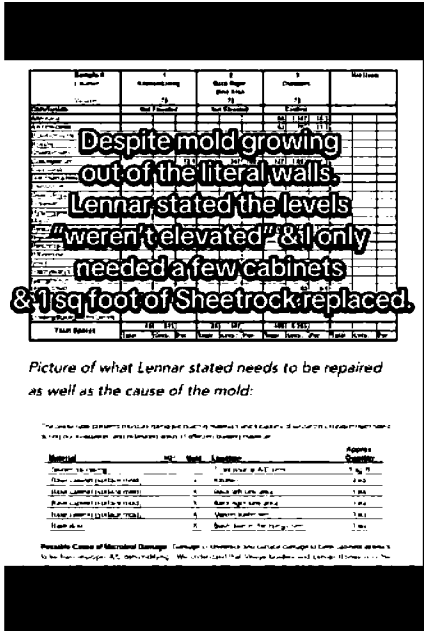
40. Some upset homeowners have even coined a term for this pattern of conduct – “Being Lennared.”¹²

¹¹ <https://www.youtube.com/watch?v=JK-JhBk4S-0>

¹² <https://parklandnews.net/resident-slams-city-for-not-doing-its-job-are-you-being-lennared-p1031-179.htm>

41. One viral TikTok video, posted by user Ashley Frazier “ashthorloki” on 3/26/25, shows a mold problem in a new Lennar home, which grew so out of hand that Frazier developed a lung nodule at age 27 and her house was deemed uninhabitable. Yet, “Lennar also told [her] it was not part of their ‘protocol’ to test for mold behind the walls & that [her] walls ‘were dry’ despite having moisture gauge readings this [42.4 and 36.0] high.” See https://www.tiktok.com/@ashthorloki/video/7486297871055113518?_r=1&_t=ZP-8wMQXdjmvhW





Despite mold growing out of the literal walls, Lennar stated the levels weren't elevated' & if only needed a few cabinets & 1 sq foot of Sheetrock replaced.

Picture of what Lennar stated needs to be repaired as well as the cause of the mold:

Picture of all the mold counts put into her floor plan:

Picture of the letter stating the evaluation site has been deemed uninhabitable:

July 18, 2024

Ashley I. [REDACTED]

Re: [REDACTED]

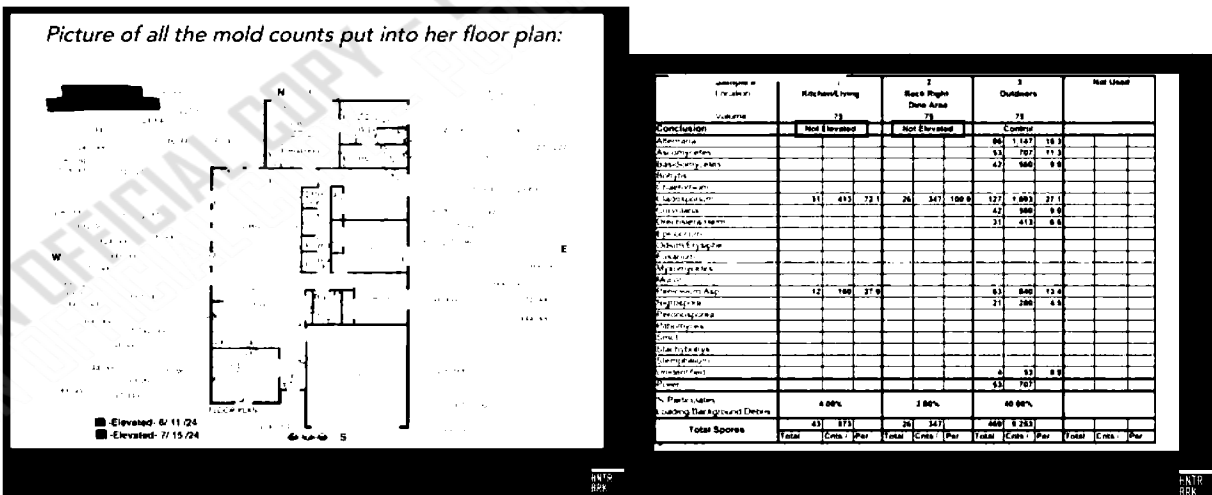
Dear Mrs. [REDACTED]:

Since significantly elevated levels of mold were identified as being present in numerous air samples collected indoors and since the Centers for Disease Control and Prevention (CDC) state that "Exposure to materials and structures contaminated with mold should be assumed to present a potential health risk regardless of the type of mold. Risk for illness does not necessarily vary with the type of mold or the extent of contamination."

It is therefore my opinion that the Evaluation Site is uninhabitable.

My house was deemed UNINHABITABLE

42. Frazier "discovered a severe mold infestation in her new home, which was so full of moisture that the ceilings and walls were literally dripping water. But she said Lennar told her the mold levels were 'not elevated' and offered to repair one square foot of drywall and a few base cabinets. She said a repair cost analysis arranged by her lawyers came out to \$467,200.48."¹³



¹³ <https://hntrbrk.com/homebuilders/>

43. Similar defects have already been found at STOF homes which were constructed by Lennar, including a light fixture being filled approximately three-quarters with water, humidity levels of 91%, and the presence of mold.

44. On June 26, 2025, investigative news site Hunterbrook Media published an article and accompanying video about exactly this type of conduct, focusing on Lennar Homes and D.R. Horton.¹⁴

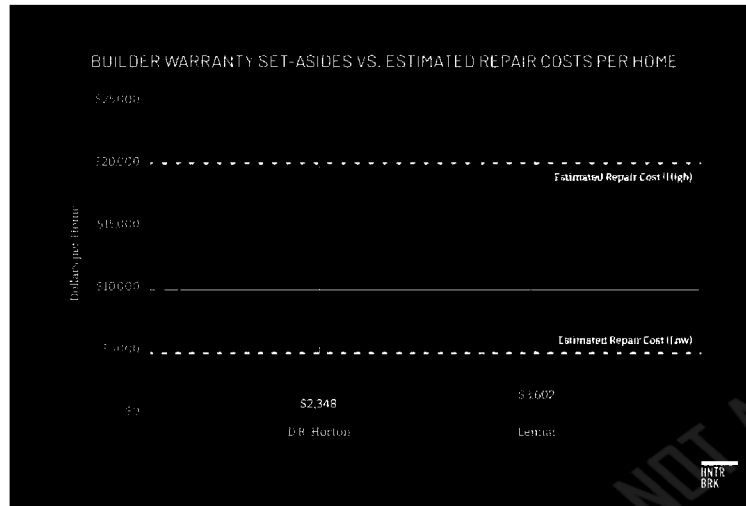
45. The article states that one Lennar homeowner's house was condemned by city officials due to "a mold infestation so severe that her previously healthy teenage son was unable to attend school." *Id.* According to the homeowner, "Lennar offered to clean the ducts ... downplaying the problem even after biochemical inspectors the company hired declared the home a total loss. The inspectors tried to reason with Lennar, saying there was 'a sick kid involved,' ... but Lennar didn't budge." *Id.*

46. Complaints against Lennar for housing are not uncommon, as Hunterbrook's screen capture of Lennar Homes, LLC's Better Business Bureau page shows. *Id.*



¹⁴ <https://hntrbrk.com/homebuilders/>

47. One issue outlined by Knowles is that Lennar sets aside far less for expected warranty expenses than the amount of estimated repair costs which are typical for defects in a new home. *Id.*



A chart comparing the estimated range of repair costs in new builds to the amount D.R. Horton and Lennar set aside in expected warranty expenses last year. Source: SEC Edgar, Hunterbrook

48. And then, when the homeowners attempt to utilize their warranty, it causes a myriad of new problems. Hunterbrook's article states:

Homeowners called the warranty a “sham” and described having to “hound” the company, “fighting tooth and nail” to try and get their problems addressed. One compared the experience to “performing a root canal on yourself.”

Even if the buyers succeed in this process, the companies [Lennar and D.R. Horton] often make cheap band-aid fixes that don't last, forcing homeowners to repeat the cycle all over again. As one Lennar homeowner put it, “If they do, quote, attempt to repair something, you're left with at least three to five new issues. ... It's very depressing. It becomes your full-time job.”

Many end up paying for the repairs themselves. Others, worried about property value, opt not to pry deeply into the problems and keep quiet.

Still others face problems so severe and expensive that they can't pay for repairs out of pocket, leaving them stuck in a nightmare home that they can't even sell.

[...]

Other homeowners Hunterbrook interviewed and across online platforms said the builders would constantly “gaslight” homeowners, claiming the problems were within “tolerance” or “standards.”

Id.

49. Additionally, Lennar aggressively pursues its arbitration clauses with direct purchase homeowners to keep lawsuits out of the public eye, prevent a public record of proceedings and facts, and prevent binding legal precedent.

50. Regarding Lennar Corp.'s 10-K statements on its warranty, Hunterbrook notes that it says that "we are primarily responsible to the homebuyers for the correction of any deficiencies," while pointing out that subcontractors are contractually required to "repair or replace any deficient items related to their trade."

But these subcontractors may be less than eager to come back at their own expense to fix work the builder has already paid them for. "I'm tired of working for free," one Lennar homeowner recalled a repair crew who came to fix the issues at her Lennar house as saying. "I went through that with four different subcontractors within the first month." She added, "So, they have no incentive when they send people out to inspect a problem."

Moreover, despite Lennar's claims of "primary" responsibility, that hasn't been the experience for some buyers. The same Lennar homeowner, for example, recalled a Lennar warranty representative saying "it's up to the subcontractor to hold up their end of the warranty."

The warranty policies Hunterbrook reviewed also explicitly disclaim any standard for repair work, however shoddy or inadequate. Lennar's 2024 Homebuyers' Warranty Guide, for example, states the company has the "sole right to determine the repairs or replacements necessary" based on "Workmanship Standards" it defines. It also explicitly states that any repairs it performs cannot extend the warranty's original expiration date.

Frustrated homeowners described "begging" or having to "fight tooth and nail" to get the company to address their problems. Other approaches include posting on Facebook; filing a complaint with the Better Business Bureau, the county, or the state attorney general's office; taking the story to a local news station; or even threatening to sue.

Id.

51. Regarding the warranty, Bridget Smith, a Lennar homeowner from Colorado told Hunterbrook that "I hounded them. I hounded them so much. In fact, they called and begged and pleaded to my husband to have me stop b[*****] about them on Facebook," which "helped get the builder to cover most of the issues covered by the warranty — except the estimated \$42,500 in

repair costs for water damage caused by a construction defect she discovered after the warranty period.” *Id.*

52. These facts evidence a widespread pattern of unfair or deceptive acts or practices in the conduct of commerce, and that Lennar had knowledge of these defects from its own experience with other customers.

53. Mold contamination poses significant health risks. While mold-specific medical monitoring claims are rare, analogies to other cases, including PFAS Water Contamination litigation (*In re Hoosick Falls PFOA Cases*, Case No. 1:19-MC-0018 (LEK/DJS), (N.D.N.Y.), *In Re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.), *In re Chinese-Manufactured Drywall Products Liability Litigation*, MDL No. 2047 (E.D. La.), and *Petito v. A.H. Robins Co., Inc.*, 750 So. 2d 103 (Fla. 3d DCA 1999), show viable paths for medical monitoring or remediation techniques for mold property damage.

54. Additionally, *Seminole Tribe of Florida v. AmerisourceBergen Drug Corporation et al*, Case 0:19-cv-62286-RAR (S.D. Fla.), and *Miccosukee Tribe v. Amerisourcebergen Drug Corp. et al*, Case 1:19-cv-20618 (S.D. Fla.) of the Opioid MDL demonstrates that the Tribe has standing based on the economic damages and financial burden of medical care and related costs.

OTHER COMPARABLE LITIGATION

In re Hoosick Falls PFOA Cases

55. In *In re Hoosick Falls PFOA Cases*, a case involving drinking water contaminated with perfluorooctanoic acid, which can cause numerous and serious negative health concerns. The case was a groundbreaking case which assessed “whether asymptomatic individuals exposed to a toxic substance may seek consequential medical monitoring damages.” Motion for Preliminary Approval of Class Settlement; Case 1:16-cv-00917-LEK-DJS; ECF 286-1 at 11.

56. The settlement classes for preliminary approval were divided four ways, with a specific “Medical Monitoring Settlement Class.” In addition to the common settlement fund’s cash payments, the Settling Defendants agreed to fund a medical monitoring program for ten years. *Id.* at 18.

In Re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation (In Re: Phillips)

57. *In Re: Phillips* was an MDL involving polyester-based polyurethane foam which was used as sound-dampening foam in its sleep apnea machines and its mechanical ventilator machines, which treat respiratory failure. *See* Consolidated Third Am. Class Action Compl. for Economic Losses, No. 2:21-mc-01230-JFC, ECF 785 (October 10, 2022). The polyester-based polyurethane foam was susceptible to chemical breakdown when reacting with water, which could result in degradation of the foam and off-gassing of volatile organic compounds. *Id.* Separate settlements were reached for Economic Loss Claims and for Medical Monitoring Claims. *Id.*

58. Defendants in *In re Phillips* agreed to pay \$25 million into a settlement fund, to be used (not distributed) solely to create “Medical Advancement Program Benefits” for 15 years, which included: “Funding independent medical research ...; Establishing a research registry for Settlement Class Members to which they can elect to submit authorizations for the release and disclosure of medical information protected by HIPAA, 45 CFR § 164.508, for purposes of review and evaluation in connection with the independent medical research referenced above; Establishing and maintaining an interactive website for Settlement Class Members to access the current medical information and guidance regarding the long-term health effects ...; and Periodically posting on the Settlement Website Relevant Medical Information and Guidance...”

See Notice of Proposed Class Action Settlement, No. 2:21-mc-01230-JFC, ECF 2879-1 (July 16, 2024).

In re Chinese-Manufactured Drywall Products Liability Litigation

59. *In re Chinese-Manufactured Drywall Products Liability Litigation*, MDL No. 2047 (E.D. La.), involved toxic building materials, specifically defective drywall, that emitted sulfur compounds, causing corrosion, property damage, and health symptoms.

60. The MDL court approved hybrid settlements: damages for past harm plus uniform remediation protocols (such as the removal/replacement of drywall, HVAC, wiring) under court supervision.

Baez v. New York City Hous. Auth., Case No. 13-CV-08916-WHP (S.D.N.Y.)

61. *Baez* was brought by public housing tenants who suffered asthma because of mold and moisture in their New York City Housing Authority apartments. No. 1:13-cv-08916-WHP, (S.D.N.Y.), ECF 1.

62. The court in *Baez* approved a settlement with a special master, independent data analyst, independent mold analyst, periodic reporting, strict remediation timelines and a standard procedure, and public reporting. See Modified Am. Stipulation and Order of Settlement, No. 1:13-cv-08916-WHP, ECF 220.

Petito v. A.H. Robins Co., Inc., 750 So. 2d 103 (Fla. 3d DCA 1999)

63. *Petito* is the seminal Florida case recognizing “a cause of action for medical monitoring when the party seeking relief has yet to develop any identifiable physical injuries or symptoms.” *Petito v. A.H. Robins Co., Inc.*, 750 So. 2d 103, 104 (Fla. 3d DCA 1999).

64. The Court held that using the court’s equitable powers, a trial court may create and supervise a fund for medical monitoring purposes if the plaintiff proves the following elements:

(1) exposure greater than normal background levels; (2) to a proven hazardous substance; (3) caused by the defendant's negligence; (4) as a proximate result of the exposure, plaintiff has a significantly increased risk of contracting a serious latent disease; (5) a monitoring procedure exists that makes the early detection of the disease possible; (6) the prescribed monitoring regime is different from that normally recommended in the absence of the exposure; and (7) the prescribed monitoring regime is reasonably necessary according to contemporary scientific principles.

Id. at 106–07 (citing *Barnes v. The Am. Tobacco Co.*, 161 F.3d 127, 138–39 (3d Cir.1998)).

65. Then, if the plaintiffs have met the required elements,

it may then be appropriate for the court to take or cause to be taken the following minimal steps:

1. Appoint a plan administrator.
2. With the administrator's advice, approve an advisory panel of persons qualified and knowledgeable in the field to do the following:
 - a) establish a plan where only persons who consumed the medication, or in appropriate cases were exposed to the hazardous substance, may participate;
 - b) establish the minimal area(s) of diagnostic tests or procedures to be performed (including the number as well as the duration of the procedures);
 - c) select a list of highly knowledgeable, skilled, competent, and neutral and detached examining physicians to perform the tests, both for the metropolitan areas as well as the regional areas throughout the state.
3. Establish a notification process generally sufficient to bring the opportunity for monitoring to the attention of persons who have used the medication.
4. Establish a time frame for those eligible to obtain the monitoring.
5. Implement procedures whereby the monitoring physicians submit their reports and findings, together with the statement of their charges, directly to the plan administrator who shall promptly pay the reasonable amount of their claims. The parties shall have full access to such reports and the reports will be made public except for the names of the examinees, which shall remain confidential.

Id. at 107.

PARTIES

66. STOF is a federally recognized, sovereign, Native American tribe under 25 U.S.C.

§ 5123. STOF's seat of government is located in Hollywood, Broward County, Florida. Over 1,000

STOF members reside in these defective Subject Residences. They are forced to live in unhealthy,

dangerous conditions until they are relocated. Additionally, many families in the 313 homes who are renting directly from STOF have been constructively evicted from their rentals due to unsafe living conditions in their Subject Residences. STOF has the sovereign power to make and operate its own government, to make its own laws, and to seek redress in federal, state, and tribal courts for injuries it suffered directly and damages it incurred because of injuries to its members, and to bring the causes of action stated herein.

67. Lennar Homes, LLC, is a Florida limited liability company with its principal place of business at 5505 Waterford District Drive, Miami, Florida 33126. Lennar Homes, LLC is a wholly owned subsidiary of Lennar Corporation.

68. Lennar was responsible for the design, development and construction of the Subject Residences—the homes at issue in this case. Lennar designed the Subject Residences and served as the developer and licensed general contractor (as defined in Fla. Stat. 489.105(3)(a)).

JURISDICTION AND VENUE

69. This Court has subject matter jurisdiction over the dispute because the amount in controversy, exclusive of attorney's fees, costs and interest, exceeds \$150,000.

70. This Court has personal jurisdiction over Lennar because Lennar is a Florida company.

71. Venue is proper in Broward County, Florida, pursuant to Sections 47.011 and/or 47.041, Fla. Stat., because one or more causes of action accrued here, and because certain of the property in litigation is located in Broward County, Florida. Moreover, many of the acts and/or omissions giving rise to this Complaint and each cause of action took place and accrued in Broward County, Florida. And Section 13.04(f) of the Community Development Agreement ("CDA")

between STOF and Lennar contains a venue selection clause designating the Florida's 17th Judicial Circuit as the agreed-upon forum for resolution of disputes.

STANDING

72. Lennar's conduct has exacted a financial burden for which STOF seeks relief. Categories of past and continuing sustained damages include, among other things: (1) costs for providing medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from mold and dust mite exposure; and (2) costs for providing home repair, reconstruction, maintenance, reimbursement, relocation and rehousing.

73. STOF has suffered, and continues to suffer directly, these damages.

74. STOF seeks the means to abate the property damages, consequential damages, and health expenses created by Lennar's wrongful and/or unlawful conduct.

75. STOF has standing to recover damages it incurred as a result of Lennar's actions.

FACTUAL ALLEGATIONS

A. STOF Endeavors to Complete the Largest Residential Development Project Ever by a Native American Tribe

76. STOF owns and controls all "Tribal Residential Land" within several Indian reservations located in Florida: the Hollywood Reservation in Broward County ("Hollywood"); the Brighton Seminole Reservation in Glades County ("Brighton"); the Big Cypress Seminole Reservation in southeastern Hendry County and Western Broward County ("Big Cypress"); the Ft. Pierce Reservation in St. Lucie County ("Ft. Pierce"); the Tampa Reservation in Hillsborough County ("Tampa"); the Lakeland Reservation in Lake County ("Lakeland"); and the Immokalee Seminole Reservation in Collier County ("Immokalee").

77. In late 2019, STOF endeavored to help its constituent members realize their dreams of living in a brand-new home by facilitating the development of communities within these Tribal Residential Lands for tribe members to purchase and/or lease such homes. This project endeavored to be the largest residential development ever undertaken by a Native American tribe in the United States.

78. STOF put the project out to bid among reputable developers and ultimately chose Lennar to take on this project. Lennar's parent company, Lennar Corp., is the second-largest homebuilder in the country. It holds itself out as a premier builder. In 2018 alone, Lennar Corp. had accepted approximately 45,826 new home orders and reported more than \$20 billion in revenue.

79. The development of these communities was not a mere business venture. For STOF and its tribal members, access to safe, quality housing represented the fulfillment of a goal that could not have been imagined at the time STOF established its tribal Constitution in 1957. STOF placed a great deal of confidence and trust in Lennar to accomplish this incredibly meaningful and important task.

B. STOF and Lennar Enter Into the CDA

80. On September 10, 2019, STOF and Lennar entered into a Community Development Agreement ("CDA"). A copy of that CDA, as amended, is attached as **Exhibit 1**.

81. As the exclusive builder and general contractor, Lennar agreed under Section 8.01 of the CDA to develop, design and build home types approved by STOF. STOF selected these home types from Lennar's "Florida Home Plan Library" of previously designed homes.

82. Article XI of the CDA required Lennar to develop the land and sell homes in each community in a “manner similar to the operation of Lennar’s communities outside tribal lands within the state of Florida.”

83. Under Section 8.04 of the CDA, Lennar assumed responsibility for the selection of all subcontractors (albeit subject to reasonable veto power by STOF).

84. Section 13.04 of the CDA incorporated the Florida Building Code as the building code governing Lennar’s construction of the homes.

85. The CDA does not contain an arbitration provision.

C. The CDA Contains a Provision Indemnifying STOF

86. Section 15.02 of the CDA contains an indemnity provision requiring Lennar to indemnify and hold harmless STOF from, among other things, any damages arising out of claims related to the negligence or willful misconduct of Lennar, including construction defects, regardless of whether caused in part by STOF.

87. Similarly, Section 15.02’s indemnity provision requires Lennar to indemnify the tribal members from such claims.

D. Lennar Provides Warranties

88. With regard to rental units, Section 9.01(A) required Lennar to, within five days of home completion, provide a home warranty consistent with Lennar’s other warranties issued for homes outside of the Tribal Residential Lands within the State of Florida, as well as copies of all manufacturer warranties and operating manuals.

89. Similarly, Section 9.01(C) required Lennar to provide the same warranty for homes ultimately purchased by members directly from STOF.

90. Lennar's standard warranty provides a one-year limited warranty on workmanship, systems and structural elements, including but not limited to:

- i. Inadequate ventilation or moisture in crawl spaces;
- ii. Inadequate ventilation or moisture control in attics or roofs;
- iii. Leaking attic vents or louvers;
- iv. Bath or kitchen exhaust fans improperly venting into the attic;
- v. Water or air leaks in exterior walls due to inadequate caulking;
- vi. Water trapped under roofing membrane;
- vii. Roof or flashing leaks;
- viii. Loose or cracked tiles or shingles;
- ix. Miscellaneous roof water infiltration;
- x. Roof ridge beam deflects;
- xi. Roof or ceiling rafter bows;
- xii. Roof sheathing appearing wavy or bowed;
- xiii. Sheathing nails loosening from framing;
- xiv. Roofing nails exposed;
- xv. Water trapped under roll roofing;
- xvi. Leaking downspouts and gutters;
- xvii. Damaged hardware (scratched, chipped, cracked, or dented due to construction activities;
- xviii. Loose hardware;
- xix. Drafts around doors and windows;
- xx. Faulty interior caulking; and
- xxi. Separating ductwork.

E. The STOF Tribal Members Are Third-Party Beneficiaries Under the CDA

91. Each of the tribal members who have owned or lived in the Lennar homes are third-party beneficiaries of the CDA. STOF and Lennar intended that the CDA primarily and directly benefit these tribal members.

92. The CDA expressly states that through the efforts of STOF and Lennar, the Tribal Residential Lands would “develop into communities *for the benefit of members of STOF* (‘Members’), including some homes which will be offered to Members for rental, and other homes which will be conveyed to Members (each, a ‘Home’).” (emphasis added).

93. STOF and Lennar knew and intended that the units would be purchased or rented exclusively by members of the Seminole Tribe of Florida.

F. The Project Grows Over Time

94. The development required long-range planning. STOF identified portions of tribal lands for development in accordance with the CDA. STOF and Lennar collaborated on the number and type of homes to be included in the community; site improvements to the community such as landscaping, signage and amenities; site plans and budgets for projected costs of completion; and the number and model of community homes to be built in each community.

95. The CDA originally had a five-year term and covered three “Initial Communities” in which Lennar would build homes and develop infrastructure: the “Mable T Property” within the Big Cypress Reservation; the “Seminole Park” property within the Hollywood Reservation; and the “Lakeland Property” within the Lakeland Reservation.

96. The CDA was amended a total of five times over the next five years to incorporate additional projects and increased scopes of work in Lakeland, Brighton, Hollywood, Big Cypress and Immokalee. *See Exhibit 1.*

97. Because of the nature of the Florida environment, Lennar knew that without proper construction, mold growth would become an issue.

G. The Lease Pool and Member Purchase Pool of Subject Residences

98. About 464 of the units built by Lennar were sold directly to STOF. Of those, 269 were designated to be leased to tribal members, with an additional 44 designated “rent to own” (the “Lease Pool”). Another 151 units were sold or designated to be sold by STOF directly to tribal members (the “Member Purchase Pool”).

99. Approximately 88 homes were sold by Lennar directly to tribal members (the “Lennar Pool”).

100. For all units, STOF retained ownership of the underlying land. For Member Purchase Pool and Lennar Pool units, STOF provided tribal members with a 50-year lease for that land.

101. This dispute has been before the Parties for many months. The complaint was filed on March 13, 2025, and since then Lennar has never attempted to compel any arbitration nor seriously attempt to promptly resolve this dispute despite the Stay of Proceedings.

102. Moreover, the CDA specifically provides, at Section 13.04(A), that “Nothing contained in this Agreement shall be deemed or construed to constitute consent on the part of STOF or Builder to arbitrate any matter or dispute, and nothing contained herein shall be deemed or construed to constitute an obligation or intent on the part of STOF or Builder to arbitrate any matter or dispute whatsoever.” Accordingly, the Parties to this lawsuit have always understood—and indeed, contemplated at the time of contracting to enter the CDA—that any disputes regarding the CDA would be resolved before this Court (if not at voluntary mediation). *See also id.*, Section 13.04(F) (providing for venue in “the Florida Circuit Court for the 17th Judicial Circuit” if dispute cannot be resolved through mediation).

H. The Subject Residences Contain Significant Global Defects

103. STOF’s dream development has become a nightmare due to fundamental errors and significant common defects in the design and construction of the units built by Lennar. The homes built by Lennar are materially defective in numerous aspects. The systemic construction and design defects in the homes and resulting damage include but are not limited to defects in building envelopes, roofing systems, structural systems, venting and ducting systems, windows, ceilings, fixtures, waterproofing and other components and elements of the buildings and common areas.

104. STOF has engaged various contractors and experts to identify and investigate the cause of these issues. Through numerous inspections, significant issues with the design, manufacturing and construction of the units and their components have become obvious throughout the developments built by Lennar, including but not limited to:

- i. Roof standing seam steel panels are not compliant with the Florida building code or material notices of acceptance;
- ii. Faulty design and construction of the vented attic system, in violation of the Florida building code;
- iii. Leakage sites along the attic planes with corresponding humid air infiltration;
- iv. Incorrect HVAC unit sizing and efficiency;
- v. Air leakage pathways resulting from improper sealing around furring strips, block walls and ceiling junctions, contributing significantly to moisture intrusion issues in excess of the allowance provided for by the Florida Energy Code;
- vi. Leakage sites along the attic plane appeared to be a significant contributor to moisture problems. The inspection revealed organic growth around exhaust fans due to hot, humid attic air infiltration. Presence of air leakage pathways due to improper sealing around furring strips, block walls, and ceiling/wall junctions. The location of leakage sites appeared to contribute significantly to moisture intrusion issues. The duct leakage allowance, both total and to the outside, was higher than the Florida Energy Code allows.
- vii. Severe and structurally compromising roofing defects such as inconsistent metal fastening patterns; missing VersaShield fire-resistance slip sheets; lack of standard product approval stamps on the underside of the metal panels; missing butyl tape sealant between the metal panels; missing butyl tape sealant between metal panels and “Zee” closures; no sealant between the ridge and hip section overlaps; failure of the majority of metal panel fasteners to penetrate wood decking as required by NOA; lack of sealant around pipe base as a secondary water barrier; improper installation of metal flashing to the wall return; missing pop rivets to the trim (ridges, hips, flashings); de-bonded modified metal membrane at the end of the cricket; inconsistent installation of pop rivets; and improperly installed gutter attachment hangers;
- viii. Missing or improperly placed stucco and screen vents;
- ix. Cracks in the stucco throughout the buildings;
- x. Cracks in the slab-on-grade;
- xi. Undersized electrical panels and circuits;
- xii. Missing plumbing components;
- xiii. Missing HVAC components;
- xiv. Missing electrical components;

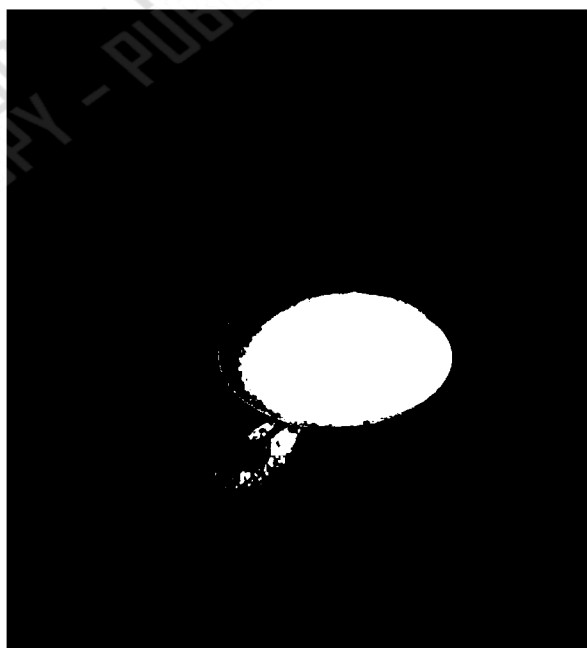
- xv. Damaged vapor barriers within the walls, which separately do not appear to have been the type or rating called for in the plans;
- xvi. Floor tiles on the ground floor of all Initial Units are “tenting” and require replacement.

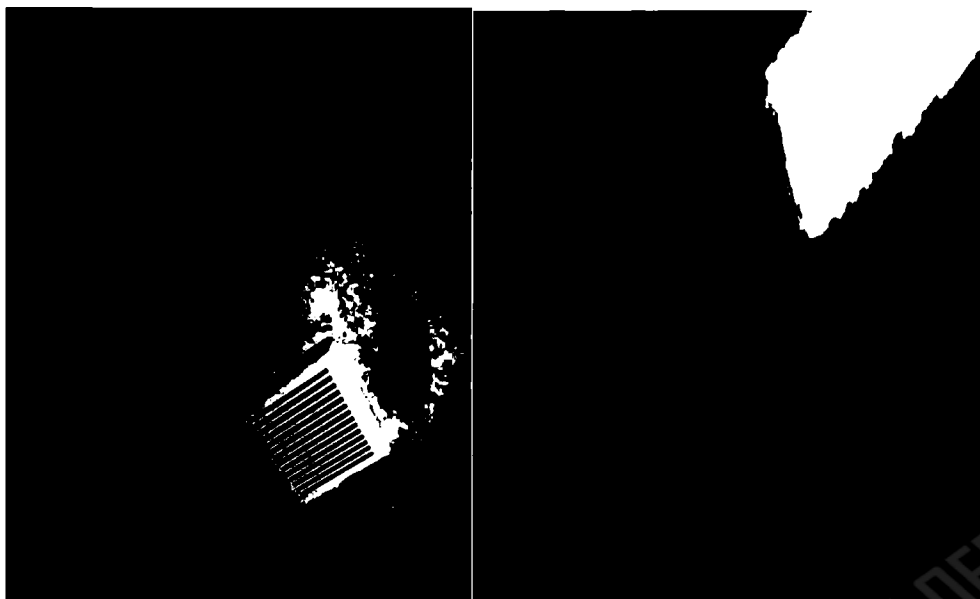
105. STOF believes that all of the homes already built by Lennar have varying degrees of construction defects of the type outlined above.

106. For many of the homes, experts have determined that the roofing issues are so severe as to render the roofs unrepairable and requiring full replacement.

107. Also, one manifestation of the air- and moisture-intrusion defects plaguing the units constructed by Lennar is “ghosting” around interior light fixtures. Ghosting, also referred to as “thermal tracking,” is the buildup of soot and other particulates due to moisture intrusion and improper insulation, and is often a powerful catalyst for the formation and buildup of more dangerous biological elements such as mold.

108. Indeed, STOF’s worst fears in this regard have been realized, as extensive mold growth can be observed throughout numerous locations in the homes.





109. Mold growth in residential spaces can lead to numerous deleterious biological effects and is widely regarded as being hazardous to health, as explained below.

110. A significant percentage of the homes built by Lennar have already manifested issues with mold or ghosting. This of course is a very serious concern and health disaster for STOF.

111. For some of the homes, the problems were so severe that the Certificate of Occupancy for each has been revoked, and tribal members and their families have been displaced, or are now faced with the prospect of being displaced, from their homes and relocated for an unknown amount of time.

112. On November 6, 2024, Lennar participated in an on-site inspection of certain of the residential units. In one of the units, Lennar identified an alarming humidity level of 91%. Further, a light fixture was found to be approximately three-quarters filled with water. Inspectors reported an “overpowering” mold odor and expressed an immediate desire to vacate the unit.

113. Again, Lennar served as the developer, licensed general contractor and builder for the construction of the Community. Together with its subcontractors, Lennar designed, developed and constructed the various communities and homes for the use of STOF’s and its constituent tribe

members to use as residences, including pulling the necessary permits for, and supervising the construction of, the units.

114. The construction and design defects, which are material and uniform, have resulted in water intrusion into the living spaces of the residential units and caused the extensive growth of mold, among other damages. Further, the construction and design defects have caused, and will continue to cause, damage to other property, including community-wide water intrusion that has damaged (and continues to damage) the roofs, walls, paint, sheathing, framing and other components of the residences.

115. These construction defects are not only the result of Lennar's negligence, but also constitute material violations of the Florida Building Code, permitted plans and specifications, manufacturer's recommendations and instructions, building and construction practices, industry standards, governmental codes and restrictions, various warranties implied in law and in contract and ultimately, Lennar's CDA.

116. STOF became aware of the nature and degree of the defects and deficiencies only after inspections were performed by expert consultants.

117. STOF has already hired inspectors who continue to examine and find further evidence of these defects. Ongoing inspections have inspected all houses for air quality and mold and not one is mold-free.

I. All Subject Residences Have Common Defects

118. Each of the individual units inspected thus far has experienced defects as a result of Lennar's design and construction deficiencies.

119. STOF has engaged various contractors and experts to identify and investigate the cause and origin of these systemic issues, as well as the effect thereof on the indoor air quality

within the Residences. Their investigative opinions and conclusions have revealed common, systemic construction defects throughout the Subject Residences.

120. Lennar systemically violated, for all Subject Residences, the Florida Building Code,¹⁵ including but not limited to breaching the following sections:

- (FBC 2017, 2020 Mechanical) 601.6 Balanced return air
- (FBC 2017 Mechanical) 603.8.2 Sealing
- (FBC 2020 Mechanical) 603.8.2 Sealing
- (FBC 2017 Mechanical) 603.9 Joints, seams and connections
- (FBC 2020 Mechanical) 603.9 Joints, seams and connections
- (FBC 2017, 2020 Mechanical) 603.12 Condensation
- (FBC 2017, 2020 Energy Conservation, Residential Energy Efficiency) 403.3.2 Sealing (Mandatory)
- (FBC 2017, 2020 Energy Conservation, Residential Energy Efficiency) 402.4 Air Leakage (Mandatory) Table R402.4.1.1
- (FBC 2017, 2020) Exterior Walls. 1405.3. Vapor retarders
- FBC 2017, 2020) Exterior Walls. 1405.3.1. Class I and II vapor retarders
- (FBC 2017, 2020) Exterior Walls. 1405.3.2. Class III vapor retarders
- (FBC 2017, 2020) Exterior Walls. 1405.3.3. Material vapor retarder class
- (FBC 2017, 2020) Exterior Walls. 1405.4. Flashing
- (FBC 2017, 2020) Exterior Walls. [BS] 1405.10.1.2.1 Flashing at foundation

121. Lennar also systemically violated, for all Subject Residences, the permitted plans and specifications, manufacturer's recommendations and instructions, building and construction practices, industry standards, governmental codes and restrictions, various warranties implied in law and in contract and ultimately, Lennar's CDA.

¹⁵ Code violations within this Complaint are under the extant Florida Building Code at the time construction of each of the Subject Residences commenced. This was either the 2017 Florida Building Code, 6th edition, effective December 31, 2017 or the 2020 Florida Building Code, 7th edition, effective December 31, 2020.

J. Consequent Effects of the Systemic Defects on the Subject Residences

122. Again, Lennar served as the developer, licensed general contractor, and builder for the construction of the Community. Lennar designed, developed and constructed the various communities and homes for the use of STOF's and its constituent tribe members to use as Subject Residences, including pulling the necessary permits for, and supervising the construction of, the Subject Residences.

123. The aforementioned construction defects enumerated above are not only the result of Lennar's negligence, but also constitute material violations of the Florida Building Code, permitted plans and specifications, manufacturer's recommendations and instructions, building and construction practices, industry standards, governmental codes and restrictions, various warranties implied in law and in contract and ultimately, Lennar's CDA.

124. The excess humidity, water and moisture caused by the preceding conduct led to mold growth and/or dust mite proliferation in interstitial wall cavities, on the paper coverings of gypsum wall board and, upon information and belief, paper-facing of vapor barriers, on baseboards, upon portions of gypsum wall board and wood framing, and additionally in other locations within the Subject Residences.

125. As time wore on, the growing mold began to sporelate and emit spores which, in turn, traversed into the ambient air within the Subject Residences contaminating the tribal members' furniture, clothing and possessions and permeating the air that they breathed.

126. Similarly, particles and by-products from the proliferating dust mites were respirable and traversed into the ambient air within the Subject Residences.

127. Further, the construction and design defects have caused, and will continue to cause, damage to other property, including community-wide water intrusion that has damaged (and

continues to damage) the roofs, walls, paint, sheathing, framing and other components of the Subject Residences.

128. It is believed that all homes already built by Lennar have varying degrees of construction defects of the type outlined above.

129. For many of the homes inspected thus far, experts have already determined that the roofing issues are so severe so as to render the roofs unrepairable and requiring full replacement.

130. Indeed, STOF's worst fears in this regard have been realized, as extensive mold growth can be observed throughout numerous locations in the homes.

131. For some of the homes, the problems were so severe that the Certificate of Occupancy for each has been revoked, and tribe members and their families are now faced with the prospect of being displaced from their homes and relocated for an unknown amount of time.

132. The extent of the toxic and/or allergenic mold, mold spores and proliferation of dust mites in the Subject Residences rendered them unfit for occupancy.

133. In addition, the mold infestation contaminated the tribal members' furniture, clothing, and other possessions.

134. Not only were the Subject Residences rendered unlivable, but tribal members and their children have endured adverse health consequences consistent with exposure to indoor toxic and/or allergenic mold and dust mites.

135. As a result of the Defendant's negligence and violations of the Florida Building Code, not only were the tribal members subjected to living in mold-infested and mite-infested conditions, each of the tribal members have suffered adverse health consequences which are directly caused by Lennar's defective construction.

136. As a direct and proximate result of the defects and conduct set forth above, the Subject Residences were defective, damaged, and not reasonably fit for continued habitation.

137. As a proximate result of the defects and conduct set forth above, the Tribe members have been damaged in other ways which include, but are not limited to, physical injury and/or destruction, in whole or in material part, to personal property maintained within the Subject Residences, the loss of use of said property, and personal injury to the occupants thereof.

138. As a further and proximate result of the above, the Tribe members were required to and did employ physicians and other caregivers to examine, treat and care for them and their children and incurred additional medical expenses.

139. Upon information and belief, the Plaintiff will incur additional future medical expenses as a result of the Defendant's conduct, the exact amount of which is presently unknown.

140. STOF provides a Tribal Health Plan for STOF tribal members.

141. Defendant's intentional and/or unlawful conduct resulted in direct and proximate/foreseeable, past and continuing, economic damages for which STOF seeks relief, as alleged herein. STOF also seeks the means to monitor the health issues created by Lennar's wrongful and/or unlawful conduct.

142. STOF seeks economic damages from Lennar as reimbursement for the costs associated with past efforts to eliminate the hazard to public health and safety, past costs associated with medical expenses provided to tribal members, and future costs (of which the exact amount is presently unknown) associated with medical expenses to be provided to tribal members.

143. As a further and proximate result of the above, STOF has been required to employ environmental specialists in an effort to diagnose the defects in the Subject Residences and, as a further and proximate result of the above, STOF has been and will be required to employ medical

and microbiological experts in the testing, clean-up and/or remediation of the microbiological contamination of personal property maintained in the Subject Residences, therein requiring proper microbial cleaning of all of the occupants' personal property, including furniture, clothing, books, papers and other personal possessions.

144. As a result of the Lennar's conduct, STOF has been required to retain the services of the undersigned counsel to represent its interests in this action and is obligated to pay a reasonable fee for their services.

145. The water damage and resulting mold and mite proliferation did not occur as a result of any actions undertaken by, or any inaction of, the STOF or its tribal members.

146. The water intrusion and resultant mold and mite proliferation in the Subject Residences were proximately caused by latent defects which were not discovered until recently.

147. STOF became aware of the nature and degree of the defects and deficiencies only after inspections were performed by expert consultants.

148. STOF has hired inspectors who continue to examine and find further evidence of these defects.

K. The Health Consequences of Mold Exposure

149. Mold is a fungus which reproduces by creating spores or microscopic cells that generate in large numbers often in chains that easily disperse into the air. If adequate moisture is present when a mold spore lands on a suitable food source, such as drywall, it begins to grow.

150. The growing mold spore emits an extension known as a hypha, which signifies the beginning of a mold colony. As a hypha grows it elongates and splits, creating a network of hyphae known as a mycelium.

151. Within days, a single spore can produce a mater mold colony containing millions of spores.

152. When certain species of mold grow and process nutrients, they produce chemicals called mycotoxins.

153. Several mold species, including Stachybotrys, Aspergillus and Penicillium, produce a wide variety of mycotoxins which are poisonous or toxic to virtually all persons who come in contact with them.

154. Mycotoxins attack the nervous, respiratory and muscular systems and can enter the body either via ingestion, inhalation or direct skin contact and can lodge in the digestive tract, lungs or brain. Inhalation is known to be an even more potent route of exposure than ingestion.

155. Symptoms of mycotoxin exposure can include upper respiratory infections, coughs, sore throats, headaches, nausea, Fybromyalgia, fatigue, hemorrhaging, convulsions, skin irritation, cancer and organ and tissue damage including liver, kidney and neurological disease.

156. One type of Aspergillus, Aspergillus Flavus, produces aflatoxins, which are notoriously potent animal carcinogens.

157. Aspergillus is even more potent than Stachybotrys, largely considered to be the most dangerous mold.

158. While Penicillium is not believed to be capable of producing aflatoxins, Penicillium can produce more than 100 different classes of mycotoxins.

159. Apart from producing mycotoxins, mold spores cause allergic reactions in persons heavily exposed to high concentrations of localized spores.

L. The Health Consequences of Dust Mite Exposure

160. Dust mites are microscopic creatures that are not visible to the naked eye. Female dust mites are generally between 200 to 500um in size, with males being smaller. They prefer warm, moist surroundings close to sources of food.

161. Dust mites belong to the kingdom of animals; phylum, Arthropoda; class, Arachnida; and group, Astigmata; with three genera (Dermatophagoides, Euroglyphus, and Blomia) important for humans indoors.

162. The mites most commonly found in house-dust in homes worldwide are *D. farina*, *D. pteronyssinus*, *E. maynei*, and *B. tropicalis*. In the United States, all of these dust mites may be found indoors, but *D. Farinae* (Der fl) and *D. pteronyssinus* (Der pl) are found most frequently.

163. Since adequate food (e.g., human skin flakes) is generally available, it is the moisture and/or relative humidity of a given location that determines mite prevalence.

164. Moisture and ambient relative humidity influence the rate at which feeding mites produce allergens and its accumulation in dust. Lowering indoor humidity can reduce mite population density over time because mites gradually dehydrate and die below 50% relative humidity.

165. Hypersensitivity diseases caused by allergens from mites that live indoors constitute a major health problem in the U.S. and elsewhere.

166. Dust mite allergens are considered to be the major biological agent for the development of asthma in susceptible individuals. They not only aggravate the problem in susceptible individuals, but also cause susceptible children to develop asthma.

167. House dust mite allergen is the inhaled substance that actually triggers an attack by causing an allergic reaction.

168. Dust mite allergens are proteins, which come from the digestive tract of mites and are found at high levels in mite feces. A dust mite fecal pellet, containing partially digested food and digestive enzymes, is ~10 to 35um in diameter and contain allergens (protein) called *Der p 1*, *Der f 1* and mite group 2.

169. These allergens (proteins), when inhaled, attach to sensitized cells in the air passages causing hay fever and asthma, and aggravate atopic dermatitis in people who are susceptible to this problem.

170. Approximately 85% of asthmatics are allergic to dust mite allergens.

M. As a Result of Lennar's Actions, STOF Has Incurred Increased Damages Under Its Maintenance and Relocation Policy With Tribal Members

171. Indications are that all of the units constructed by Lennar — a list of which is attached as **Exhibit 2** — are materially defective and share the same or similar defects. Because STOF owns all of the land beneath the units, and the great majority of the units themselves, those defects have directly damaged STOF.

172. But STOF has also suffered damages through its tribal members who live in the Lennar-built units.

173. Pursuant to STOF's Amended and Restated Seminole Tribe of Florida Tribal Council Housing Policy 2020, STOF is obligated to provide its tribal members with home maintenance to all primary residences at STOF's expense (the "Maintenance and Relocation Policy").

174. The maintenance program requires STOF to pay for the inspection, repair and replacement of certain components, including but not limited to HVAC and structural components. It also requires STOF to perform indoor air quality ("IAQ") testing and to perform mold remediation and restoration services. The Maintenance and Relocation Policy also obligates STOF

to relocate tribal members whose homes have, among other issues, structural or mold concerns. A copy of the Maintenance and Relocation Policy is attached as **Exhibit 3**.

175. As a result of Lennar's construction and design-related issues, STOF's maintenance of units built by Lennar has increased significantly. So has STOF's costs to perform that maintenance.

176. STOF has also reimbursed tribal members for costs that STOF paid to reimburse tribal members for damages caused to tribal members' personal property, such as clothing, and for other out-of-pocket expenses incurred by tribal members to address the defects.

177. Moreover, STOF has incurred the costs of relocating and rehousing tribal members affected by the defects, and seeks to purchase residential real estate outside of its reservations for relocation purposes.

N. As a Result of Lennar's Actions, STOF Has Incurred Damages Under Its Tribal Health Plan It Provides Tribal Members

178. Because STOF provides the Tribal Health Plan to its tribal members, the construction and design related issues have directly damaged STOF.

179. STOF has incurred the costs of health care for tribal members affected by the defects.

180. The unsafe living conditions in the Subject Residences proximately results in significant costs to the STOF and to the Seminole Community in order to treat health problems and provide other services to STOF Tribe members. These actual injury and damages to STOF related to the health of STOF Tribe members affected by the Subject Residence include, but are not limited to, significant expenses for health, social, and other services.

O. STOF Terminates Lennar

181. Section 3.02 of the CDA entitles STOF to terminate the CDA or any communities within the CDA “for convenience at any time, upon thirty (30) days’ advance written notice.” Section 13.01 entitles STOF to terminate the agreement in the event of any default by Lennar.

182. As a result of the ongoing construction and design issues, and after providing Lennar with notice and an opportunity to cure, STOF terminated the CDA and prohibited Lennar from further construction activities on Tribal Residential Lands.

183. Section 13.01 of the CDA required Lennar to assign all of its rights, contracts and agreements to allow STOF to complete the project.

184. STOF has hired the undersigned counsel to prosecute this lawsuit, and has and will continue to incur reasonable attorney’s fees and costs as a result of Lennar’s actions.

P. Lennar Had Prior Knowledge of These Defects from Its Own Experience in South Florida and, Despite Such Prior Knowledge, Failed to Correct Them

185. On February 10, 2017, Lennar announced the acquisition of WCI Communities, Inc. (“WCI”), which they termed a “premier lifestyle community developer and luxury homebuilder of single and multi-family homes . . .”

186. Lennar’s President, Richard Beckwitt, was quoted at the time saying “we anticipate a very smooth transition for current WCI homebuyers. We are looking forward to working with the talented associates from WCI to enhance our homebuilding operations and ancillary businesses to maximize the opportunities from our combined leading market position in Florida.”

187. Upon information and belief, Lennar was already in the due diligence, investigative stage of this acquisition by mid-December, 2016.

188. As of February 10, 2017, WCI had built and developed multiple residential communities in South Florida, including, and especially, in Parkland, Florida.

189. By this time, WCI was well-aware of excess humidity and mold development in homes they had built containing vented attics.

190. On December 21, 2016, during the due diligence period and just seven weeks prior to WCI's acquisition announcement, WCI submitted a Petition to the Florida Building Commission seeking approval for a supplemental dehumidification system and "other measures that include attic venting strategies" to combat excess humidity and mold growth in WCI-built homes in Parkland.

191. In the Petition, WCI states that the rationale for permitting a dehumidification system is to combat **"the seriousness of the potential hazard to occupant health caused by mold and humidity as well as the damage to property . . ."** (emphasis supplied).

192. The Petition attaches a supporting letter from Dr. Joseph Lstiburek of Building Science Corporation, explaining that current building practices with vented attics result in excess humidity and mold growth:

The existing Florida Building Code is causing problems relating to mold in closets and bathrooms when builders install R-38 attic insulation and the existing Florida Building Code is standing in the way of easy engineering solutions to the very problems that it is causing.

In vented attics increasing the thermal resistance from R-30 to R-38 when coupled with tile roofs lead to significantly colder gypsum board ceilings that are located under the attic insulation. This reduction in ceiling temperature is leading to an increase in the relative humidity of the air adjacent the ceiling leading to mold. The problem is manifesting itself in closet ceilings and bathroom ceilings.

Closets have no thermal load and therefore have no need of conditioning and therefore have no air change and therefore have no mechanism of removing moisture. Providing supply air to closets makes the problems worse as it makes the closets colder leading to more mold.

Bathrooms have higher levels of moisture and also have inadequate moisture removal. Exhaust ventilation does not remove enough moisture and leads to an overall increase in moisture in the residence as a result of inducing the infiltration of exterior hot humid air. Exhaust ventilation addresses moisture

issues in cold climates in bathrooms but does not address moisture issues in hot humid climates. Providing increased supply air to bathrooms makes the problems worse as it makes the bathrooms colder leading to more mold.

WCI Petition, Attachment A, p. 1 (emphasis supplied).

193. All Parkland homes built under the WCI emblem after February 10, 2017 with vented attics and without supplemental dehumidification were actually built by Lennar, who owned WCI.

194. Pursuant to the December 21, 2016 Petition, WCI/Lennar were building or were planning to build more than 300 homes in the Development known as “Heron Bay,” and 522 homes in the development known as “Parkland Bay.”

195. By February 10, 2017, Lennar was well-aware of the excess humidity and mold risks of building these homes with vented attics and without supplemental dehumidification.

196. Despite full knowledge of these risks, the Subject Residences were built by Lennar with vented attics and without supplemental dehumidification systems, exactly as the WCI homes had been built prior to WCI’s December 21, 2016 Petition.

197. As a result, the Subject Residences are suffering from the same chronic and systemic humidity and mold problem emblematic of the WCI, and later Lennar, homes built in Parkland with vented attics and without supplemental dehumidification.

198. All conditions precedent to the bringing of this lawsuit have been met, excused, or otherwise waived.

COUNT I – CIVIL LIABILITY FOR VIOLATIONS OF THE FLORIDA BUILDING CODE UNDER FLA. STAT. § 558.84

199. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

200. This is an action against Lennar for civil liability for failure to comply with the Florida Building Codes Act pursuant to Fla. Stat 553.84. Under this statute, STOF, as the party contracting with Lennar and the substantial owner of the lands and properties at issue, has a private cause of action for any violation of the Florida Building Code and Part IV of Ch. 553, Fla. Stat.

201. As the developer, licensed general contractor and permit holder for the construction of the homes, Lennar was under a statutory, non-delegable duty to STOF as the purchaser of the Lease Pool and Member Purchase Pool homes to ensure that the construction complied with, among other things, the Florida Building Code.

202. In allowing, causing and/or failing to prevent the defective conditions observed throughout the units, Lennar committed numerous violations of the Florida Building Code.

203. Lennar knew or should have known that these violations existed.

204. The code violations have, among other things, allowed water and moisture to intrude beyond the roof systems and building envelopes of the units, which has caused, and will continue to cause, damage to the homes themselves and to the personal property and health of the residents thereof.

205. As a direct and proximate result of Lennar's violations of the Florida Building Code, STOF has incurred substantial economic and non-economic damages, and will continue to incur such damages. These damages include, but are not limited to:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;
- iii. The costs of replacing defective and/or damaged materials;

- iv. The costs of replacing the damaged personal property, personal fixtures, furnishings and betterments installed and owned by the tribe members and/or STOF;
- v. The costs of extraordinary and increased maintenance associated with the construction defects;
- vi. The decrease in value of the subject damaged homes;
- vi. Loss of use damages;
- vii. Costs of relocation;
- viii. Storage and temporary housing costs;
- ix. Incidental and consequential damages;
- x. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and
- xi. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

COUNT II – BREACH OF CONTRACT

206. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

207. Under the CDA, Lennar was required to, among other requirements, diligently pursue construction and completion of the units, and develop, build and sell units “in a manner similar to the operation of [Lennar’s] communities outside Tribal Lands within the State of Florida.” The CDA also required Lennar to assign its contracts and other rights to STOF to allow STOF to complete the project.

208. Lennar breached the CDA by failing to do so.

209. STOF has been damaged as a result.

210. As a direct and foreseeable result of Lennar’s breach of the CDA, STOF has incurred substantial damages, and will continue to incur such damages. These damages include, but are not limited to:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;
- iii. The costs of replacing defective and/or damaged materials;

- iv. The costs of replacing the damaged personal property, personal fixtures, furnishings and betterments installed and owned by the tribe members and/or STOF;
- v. The costs of extraordinary and increased maintenance associated with the construction defects;
- vi. The decrease in value of the subject damaged homes;
- vii. Loss of use damages;
- viii. Costs of relocation;
- ix. Storage and temporary housing costs;
- x. Incidental and consequential damages;
- xi. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and
- xii. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

COUNT III – NEGLIGENCE

211. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

212. As the developer, licensed general contractor and permit holder for the construction of the Homes, Lennar had a nondelegable duty to STOF to exercise reasonable care — or in the case of professional tasks, to use the level of care a like professional in a similar situation would use — in the design, manufacture and construction of the homes, including with regard to activities taken by subcontractors, and to ensure the design and construction of the homes complied with applicable building codes, manufacturers' recommendations and instructions, permitted plans and specifications and industry standards.

213. Lennar breached these duties by failing to ensure that the homes and improvements were constructed in compliance with the Florida Building Code, permitted plans and specifications, manufacturers' recommendations and instructions, industry standards and governmental codes and restrictions.

214. As a direct and proximate result of Lennar's breaches of duty, the homes were plagued with significant defects that have caused substantial damage to the homes, including among other things, allowing water and moisture to intrude beyond the roof systems and building envelopes of the units, which has caused and will continue to cause damage to the homes themselves and to the personal property and health of the residents thereof.

215. The resulting damages from Lennar's failure to exercise a reasonable standard of care and diligence were foreseeable.

216. All the defects and conditions were latent and not visible to STOF or its representatives.

217. The above recital is not exhaustive. STOF is continuing its investigation. Additional negligence may exist and STOF will amend this Complaint at such time as additional negligence becomes known.

218. As a direct and proximate result of the actions and/or omissions of Lennar and the resulting design and construction defects, STOF has incurred and will continue to incur damages.

These damages include, but are not limited to:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;
- iii. The costs of replacing defective and/or damaged materials;
- iv. The costs of replacing the damaged personal property, personal fixtures, furnishings and betterments installed and owned by the tribe members and/or STOF;
- v. The costs of extraordinary and increased maintenance associated with the construction defects;
- vi. The decrease in value of the subject damaged homes;
- vii. Costs of relocation;
- viii. Loss of use damages;
- ix. Storage and temporary housing costs;
- x. The costs of establishing, administering, and operating a medical monitoring program, including baseline and periodic testing, data management, and physician oversight, to detect diseases or conditions caused or exacerbated by mold exposure;

- xi. The costs of medical examinations, diagnostic testing, and monitoring services reasonably necessary to detect the onset of mold-related or exposure-related diseases;
- xii. The costs of medical care, treatment, and remediation of injuries, illnesses, or conditions proximately caused by mold exposure in the affected homes;
- xiii. Future medical expenses reasonably certain to be incurred due to increased risk of disease or ongoing health complications from mold exposure;
- xiv. Incidental and consequential damages;
- xv. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and
- xvi. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

COUNT IV – BREACH OF EXPRESS WARRANTY

219. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

220. Pursuant to Sections 9.01(A) and (C) of the CDA, Lennar provided STOF with a home warranty consistent with the warranty provided by Lennar to its customers outside Tribal Residential Lands within the State of Florida.

221. Lennar breached this express warranty by failing, after receiving proper notice, to correct the design and construction deficiencies in the Subject Residences.

222. As a direct and proximate result of Lennar's breaches of the express warranty, STOF incurred damages including:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;
- iii. The costs of repairing construction defects that may cause future resulting damages;
- iv. The costs of replacing defective and/or damaged materials;
- v. The costs of replacing the damaged personal property, personal fixtures, furnishings, and betterments installed and owned by the tribe members and/or STOF;
- vi. The costs of extraordinary and increased maintenance associated with the construction defects;
- vii. Loss of use damages, including costs of relocation;
- viii. Storage and temporary housing costs;
- ix. Incidental and consequential damages;
- x. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and

xi. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

**COUNT V – BREACH OF IMPLIED WARRANTY OF CONSTRUCTABILITY
THROUGH FAILURE TO CONSTRUCT IN A WORKMANLIKE MANNER**

223. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

224. As the developer, licensed general contractor and permit holder for the construction of the Subject Residences, Lennar impliedly warranted to STOF that the buildings and improvements comprising the Subject Residences were designed and constructed with good workmanship, design, engineering and construction practices.

225. Lennar breached the implied warranties by failing to design or construct the Subject Residences in accordance with (a) the requirements of the applicable building codes, (b) proper and approved construction plans and specifications, (c) good workmanship and/or (d) design, engineering and construction practices.

226. These failures resulted in the Subject Residences failing to meet ordinary, normal standards reasonably to be expected of living quarters of comparable kind and quality, and being unfit for the particular purpose for which they were sold to STOF.

227. As a direct and proximate result of Lennar's breaches of the implied warranty, STOF have incurred damages including:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;
- iii. The costs of repairing construction defects that may cause future damages;
- iv. The costs of replacing defective and/or damaged materials;
- v. The costs of replacing the damaged personal property, personal fixtures, furnishings, and betterments installed and owned by the tribe members and/or STOF;

- vi. The costs of extraordinary and increased maintenance associated with the construction defects;
- vii. Loss of use damages, including costs of relocation;
- viii. Storage and temporary housing costs;
- ix. Incidental and consequential damages;
- x. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and
- xi. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

COUNT VI – BREACH OF IMPLIED WARRANTY OF HABITABILITY

228. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

229. As the developer, licensed general contractor and permit holder for the construction of the Homes, Lennar knew that the home units being constructed were to ultimately be used for the private primary residences of the constituent members of STOF, and impliedly warranted that the homes were fit for that purpose.

230. As a result of the defective conditions caused by Lennar's design and construction, the Homes do not meet ordinary, normal standards reasonably to be expected of homes of comparable kind and quality.

231. These defects constitute a breach of Lennar's implied warranty of fitness and merchantability, also known as the implied warranty of habitability.

232. STOF has been damaged as a result.

233. As a direct and proximate result of Lennar's breaches of the implied warranty, STOF have incurred damages including:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;

- iii. The costs of repairing construction defects that may cause future resulting damages;
- iv. The costs of replacing defective and/or damaged materials;
- v. The costs of replacing the damaged personal property, personal fixtures, furnishings, and betterments installed and owned by the tribe members and/or STOF;
- vi. The costs of extraordinary and increased maintenance associated with the construction defects;
- vii. Loss of use damages, including costs of relocation;
- viii. Storage and temporary housing costs;
- ix. The costs of establishing, administering, and operating a medical monitoring program, including baseline and periodic testing, data management, and physician oversight, to detect diseases or conditions caused or exacerbated by mold exposure;
- x. The costs of medical examinations, diagnostic testing, and monitoring services reasonably necessary to detect the onset of mold-related or exposure-related diseases;
- xi. The costs of medical care, treatment, and remediation of injuries, illnesses, or conditions proximately caused by mold exposure in the affected homes;
- xii. Future medical expenses reasonably certain to be incurred due to increased risk of disease or ongoing health complications from mold exposure;
- xiii. Incidental and consequential damages;
- xiv. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and
- xv. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

COUNT VII – CONTRACTUAL INDEMNITY

234. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

235. In Section 15.02 of the CDA Lennar expressly agreed to indemnify STOF from, among other things, any damages arising out of or resulting from the negligence or willful misconduct of Lennar, including construction defects, regardless of whether caused in part by STOF.

236. Pursuant to the Maintenance and Relocation Agreement with its tribal members, STOF has incurred maintenance and/or relocation costs associated with claims or requests by its members to conduct maintenance and repair of systems constructed and/or designed by Lennar.

237. Pursuant to the Tribal Health Plan, STOF has incurred medical care costs for STOF tribe members resulting from defective conditions caused by Lennar's design and construction.

238. The losses that have been and continue to be incurred by STOF fall squarely within Lennar's indemnity obligations as provided in paragraph Article XV, Section 15.02 of its contract.

239. As a direct and proximate result of Lennar's conduct, STOF have incurred damages that Lennar must indemnify, including:

- i. The costs of investigating and developing scopes of repairs for the construction defects and their resulting damages;
- ii. The costs of repairing the construction defects and their resulting damages;
- iii. The costs of repairing construction defects that may cause future resulting damages;
- iv. The costs of replacing defective and/or damaged materials;
- v. The costs of replacing the damaged personal property, personal fixtures, furnishings, and betterments installed and owned by the tribe members and/or STOF;
- vi. The costs of extraordinary and increased maintenance associated with the construction defects;
- vii. Costs of relocation;
- viii. Loss of use damages;
- ix. Storage and temporary housing costs;
- x. The costs of establishing, administering, and operating a medical monitoring program, including baseline and periodic testing, data management, and physician oversight, to detect diseases or conditions caused or exacerbated by mold exposure;
- xi. The costs of medical examinations, diagnostic testing, and monitoring services reasonably necessary to detect the onset of mold-related or exposure-related diseases;
- xii. The costs of medical care, treatment, and remediation of injuries, illnesses, or conditions proximately caused by mold exposure in the affected homes;
- xiii. Future medical expenses reasonably certain to be incurred due to increased risk of disease or ongoing health complications from mold exposure;
- xiv. Incidental and consequential damages;
- xv. The reasonable attorney's fees and costs incurred to prosecute this lawsuit; and
- xvi. Prejudgment interest.

WHEREFORE, STOF demands judgment against Lennar for its damages and any additional relief the Court deems just and proper.

COUNT VIII – MEDICAL MONITORING

240. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

241. As a direct and proximate result of Defendant's negligent design, development, and construction of residential units on Tribal Residential Lands, members of the Tribe have been exposed to hazardous environmental conditions, including but not limited to elevated indoor moisture, mold spores, and other airborne contaminants.

242. Members of the Tribe have been exposed due to the Defendant's negligence to mold and/or dust mites at greater than the normal background levels.

243. These hazardous conditions are known to cause or contribute to serious diseases and health conditions, such as chronic respiratory illness, asthma, allergic reactions, sinus disease, immune system impairment, and neurological effects. Mold and dust mites are proven hazardous substances such that the Tribe members exposure thereto proximately causes a significantly increased risk of contracting, exacerbating, and/or developing injuries such as allergic rhinitis, chronic sinusitis, and/or allergic asthma, allergic bronchopulmonary aspergillosis, hypersensitivity pneumonitis and skin disease.

244. Exposure to such conditions places Tribe members at a significantly increased risk of contracting such diseases, beyond that of the general population.

245. The significantly increased risk of contracting, exacerbating, and/or developing injuries such as allergic rhinitis, chronic sinusitis, and/or allergic asthma, allergic bronchopulmonary aspergillosis, hypersensitivity pneumonitis and skin disease makes periodic diagnostic medical examinations reasonable and necessary.

310. The diseases and conditions at issue are serious, latent, and capable of prevention, early detection, or mitigation through appropriate medical testing and monitoring. Easily administered, cost effective diagnostic tests are in existence, such that an available medical monitoring program is reasonable and necessary for early detection of the aforementioned conditions.

311. Without establishment of a Court-supervised medical monitoring program funded by Lennar, STOF will bear the cost of periodic diagnostic medical examinations and medical testing and monitoring for its Tribe members.

246. A medical monitoring program, including baseline and periodic diagnostic testing, physician consultations, and data collection, is reasonably necessary to detect the onset of disease in Tribe members at an earlier and more treatable stage.

247. The Tribe members' increased risk of contracting, exacerbating, and/or developing injuries such as allergic rhinitis, chronic sinusitis, and/or allergic asthma, allergic bronchopulmonary aspergillosis, hypersensitivity pneumonitis and skin disease requires a more comprehensive medical monitoring program than what would be generally practiced, recommended or required for the unexposed population.

248. Such a program will significantly benefit Tribe members by facilitating early diagnosis and intervention, thereby reducing morbidity and mortality.

249. The reasonableness and necessity for a medical monitoring program are supported by contemporary scientific principles, medical literature and expert opinions.

250. Florida recognizes the Tribe members' rights to medical monitoring as a cognizable cause of action through *Petito vs. A.H. Robbins, Co., Inc.*, 750 So.2d 103 (3rd DCA 1999), despite the absence of the manifestations of a present physical injury or symptomatic disease.

251. Plaintiff seeks the establishment of a Court-supervised medical monitoring fund, to be paid for by Defendant, to provide STOF Tribe members with the following relief on a routine, periodic, and serial basis for the remainder of their lives:

- a. Baseline medical and environmental health assessments;
- b. Periodic medical examinations and testing for conditions associated with mold and moisture exposure;
- c. Maintenance of a registry to collect and analyze health data over time;
- d. Education and outreach to STOF Tribe members about symptoms, risks, and available interventions.

252. The medical monitoring program sued for shall institute comprehensive and appropriate diagnostic tests for the early detection and diagnosis of injuries such as allergic rhinitis, chronic sinusitis, and/or allergic asthma, allergic bronchopulmonary aspergillosis, hypersensitivity pneumonitis and skin disease.

253. The diagnostic tests may include, without limitation or exhaustion, periodic physical examinations, clinical laboratory tests for appropriate biological markers such as skin prick and intradermal allergy testing, RAST blood tests, X-rays, CT Scans, pulmonary function testing, and such other tests as are necessary and prudent to maximize the opportunity for early detection of injuries such as allergic rhinitis, chronic sinusitis, and/or allergic asthma, allergic bronchopulmonary aspergillosis, hypersensitivity pneumonitis and skin disease.

254. Medical monitoring is medically reasonable and necessary, in order to provide for the early detection, alleviation, or prevention of the STOF Tribe members' pain and suffering and to minimize the liability and damages ultimately payable by the Defendant and minimize the costs borne by STOF.

255. A medical monitoring program will accommodate the Tribe members by the early diagnostic identification of serious allergic disease, presently dormant or latent, so as to avoid the consequential pain and suffering such disease will inflict upon them if left undiagnosed.

256. Failure to establish a medical monitoring program will result in the infliction of immeasurable and unconscionable pain and suffering on the Tribe members, which is preventable or reducible by the establishment of a medical monitoring program.

257. Failure to establish a medical monitoring program will result in the infliction of increased costs on the STOF.

258. The cost of this program is reasonable in light of the seriousness of the harm, the increased risk to STOF and its Tribe members, and the public health benefit of early detection and intervention.

WHEREFORE, STOF requests that the Court enter judgment in its favor and against Lennar and grant the following relief:

- a. An order requiring Lennar to fund a Court-supervised medical monitoring program as described herein;
- b. Costs and attorney's fees as permitted by law; and
- c. Such other and further relief as the Court deems just and proper.

COUNT IX – INJUNCTIVE RELIEF — MOLD INSPECTION, REMEDIATION, AND PREVENTION PROGRAM

259. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

260. There is no adequate remedy at law for continuing: violations of the Florida Building Code under Fla. Stat. § 558.85, breach of contract, negligence, breach of express

warranty, breach of the implied warranty of constructability through failure to construct in a workmanlike manner, public nuisance and/or breach of the implied warranty of habitability.

261. Absent injunctive relief, irreparable harm will result in that allowing continuing violations, breaches, and negligence by Lennar may cause persistent and irreparable mold growth throughout the properties which presents both future permanent property damage and health risks if left inadequately addressed.

262. Lennar's defective design and construction created uniform conditions—water intrusion, inadequate HVAC and ventilation, and improper moisture barriers—that foster persistent mold growth in affected units.

263. These hazards present both property damage and health risks, and they are not adequately addressed through piecemeal repairs.

264. Testing in multiple units has confirmed the presence of harmful mold species, including *Stachybotrys chartarum*, *Aspergillus*, and *Penicillium*.

265. Without systemic remediation, mold is likely to recur and continue damaging property and endangering health.

266. A court-supervised remediation program, modeled on successful public health and housing interventions, is necessary to:

- a. Identify all affected units;
- b. Remediate mold and underlying moisture intrusion according to IICRC S520 or equivalent standards;
- c. Protect residents during remediation; and
- d. Prevent recurrence through repairs, design corrections, and ongoing monitoring.

267. The requested program will include:

- a. Initial inspection of all units by an independent, court-approved industrial hygienist;
- b. Remediation in compliance with recognized industry standards;
- c. Temporary relocation and living expense reimbursement for residents during remediation;
- d. Protection of personal property from cross-contamination;
- e. Post-remediation clearance testing and written certification for each unit;
- f. Resident education on mold prevention;
- g. Annual re-inspections for 10 years; and
- h. A centralized database tracking all inspections, remediation, and clearance results.

WHEREFORE, STOF requests that the Court:

- a. Enter an injunction requiring Defendant to fund and implement the remediation program described above;
- b. Appoint a court-approved, independent administrator to oversee the program;
- c. Award costs and attorneys' fees as permitted by law; and
- d. Grant such other and further relief as the Court deems just and proper.

COUNT X – PUBLIC NUISANCE

268. STOF re-alleges and re-asserts all paragraphs preceding Count I as though fully set forth herein.

269. Lennar's wrongful and/or unlawful actions have created a public nuisance and STOF brings an action under common law for abatement of that nuisance.

270. STOF alleges that Lennar's wrongful actions have created a public nuisance. Lennar is liable for public nuisance because its conduct at issue has caused an unreasonable and substantial interference with a right common to the general public, which is the proximate cause of, and/or substantial factor leading to, STOF's injury. *See* Restatement Second, Torts § 821B.

271. STOF, its members and citizens, and the residents of the Seminole Community have a right to be free from conduct that creates an unreasonable jeopardy to the public health, welfare and safety and injurious to health and to be free from conduct that creates a disturbance and reasonable apprehension of danger to person and property.

272. Lennar intentionally, unlawfully, negligently, and wrongfully constructed defective housing that Lennar knew or reasonably should have known would cause discomfort, inconvenience, property damage, and injury to STOF Tribe members and direct costs to the STOF.

273. Lennar has caused a significant and unreasonable interference with the public health, safety, welfare, peace, comfort and convenience, and ability to be free from disturbance and reasonable apprehension of danger to person or property.

274. Lennar's actions have been of a continuing and systemic nature and have produced a significant effect upon the public's rights, including the public's right to health and safety.

275. Lennar's conduct is a direct and proximate cause of injuries and property damage to the Subject Residence's owners, leaseholders, and residents, costs borne by the STOF, and a

significant and unreasonable interference with public health, safety and welfare, and with the public's right to be free from disturbance and reasonable apprehension of danger to person and property.

276. Lennar acted with actual malice because Lennar acted with a conscious disregard for the rights and safety of other persons, and said actions have a great probability of causing substantial harm, and said actions did cause substantial harm.

277. STOF has suffered special injuries distinguishable from those suffered by the general public.

278. The damages available to STOF include, among other things, recoupment of governmental costs, flowing from an ongoing and persistent public nuisance which the STOF seeks to abate.

279. STOF further seeks to abate the nuisance and harm created by Lennar's conduct. As a direct result of Lennar's conduct, the Tribe and the Seminole Community have suffered actual injury and damages including, but not limited to, significant expenses for health, relocation, home maintenance, reimbursement, rehousing, and other services.

280. STOF and its tribal members have sustained specific and special injuries because their damages include, among other things, health services, relocation, home maintenance, reimbursement, rehousing, and other services.

281. STOF seeks all legal and equitable relief as allowed by law, including, among other things, injunctive relief, compensatory damages, and punitive damages from Lennar for the creation of a public nuisance, attorney fees and costs, and pre- and post-judgment interest.

282. Lennar's intentional and unlawful actions and omissions and unreasonable interference with a right common to the public are of a continuing nature.

283. The public nuisance created by Lennar's actions is substantial and unreasonable—it has caused and continues to cause significant harm to the community, and the harm inflicted outweighs any offsetting benefit. The unlawful and defective construction of hundreds of houses, allowance of unsafe living conditions, and failure to remedy the defects have caused harm to the entire community and STOF.

284. The significant and unreasonable interference with the public rights caused by Lennar's conduct taxed the human, medical, public health, and financial resources of the STOF.

285. Lennar's interference with the comfortable enjoyment of life in the Seminole Community is unreasonable because there is no social utility to defective construction, and any potential value is outweighed by the gravity of the harm inflicted by Lennar's actions.

WHEREFORE, STOF requests that the Court:

- a. Grant judgment against Lennar for its damages, equitable relief, and any additional relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

STOF demands a jury trial on all claims so triable.

Respectfully submitted August 29, 2025.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 29, 2025, a true and correct copy of the foregoing was furnished via the Florida Courts' e-Filing Portal to on all counsel of record.

By: /s/ Adam Moskowitz

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Exhibit 1

COMMUNITY DEVELOPMENT AGREEMENT

THIS COMMUNITY DEVELOPMENT AGREEMENT (the "**Agreement**") is made on _____, 2019 (the "**Effective Date**") by LENNAR HOMES, LLC, a Florida limited liability company ("**Builder**") and the SEMINOLE TRIBE OF FLORIDA, a federally-recognized American Indian tribe ("**STOF**").

A. STOF is the beneficial owner of the tribal lands in the State of Florida known as the Hollywood, Big Cypress, Brighton and Immokalee Reservations as well as the Lakeland and Ft. Pierce Trust lands (collectively, "**Tribal Lands**") further described on **Exhibit A**.

B. Builder is a wholly-owned subsidiary of Lennar Corporation, a publicly traded company based in Miami, Florida, and is an experienced land developer and homebuilder.

C. The Tribal Lands include the land described on **Exhibit B**, which STOF believes is suitable for residential development as of the Effective Date (the "**Tribal Residential Lands**"), and which STOF wishes to develop into communities for the benefit of members of STOF ("**Members**"), including some homes which will be offered to Members for rental, and other homes which will be conveyed to Members (each, a "**Home**").

D. STOF has established certain procedures for determining which of its Members are qualified to rent or to acquire Homes ("**Qualification Procedures**").

E. STOF and Builder wish to collaborate to meet STOF's desire to develop residential communities. Accordingly, STOF and Builder wish to enter into this Agreement to facilitate Builder's development of such communities, on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, STOF and Builder agree as follows.

ARTICLE I **RECITALS**

The foregoing recitals are correct and are incorporated into this Agreement.

ARTICLE II **REPRESENTATIONS**

Section 2.01 **STOF**. STOF represents and warrants to Builder as follows. All representations in this Agreement shall be true and correct on the Effective Date and at all times throughout the Term of this Agreement, as defined in Article III.

(A) **Tribal Lands Suitable for Residential Development**. The Tribal Residential Lands are suitable for residential development as of the Effective Date.

(B) **Development**. All Tribal Lands designated as Tribal Residential Land are controlled by STOF in a manner that allows development with no need for further authorization other than the Approvals, as defined in Section 6.02.

(C) Authority. The execution, delivery and performance by STOF of this Agreement and the obligations contained herein, including the waiver of sovereign immunity, have been duly authorized by all necessary Tribal governmental and other action, and do not require any consent or approval not heretofore obtained of any Tribal officer or Tribal body. The resolution which serves as evidence of the Tribe's approval and waiver of sovereign immunity is attached as **Exhibit C** (the "**Resolution**").

(D) Execution. The person executing this Agreement on behalf of STOF has the lawful right, power, authority and capacity to bind STOF to the terms hereof and consummate the transactions contemplated by this Agreement.

Section 2.02 Builder. Builder represents and warrants to STOF as follows. All representations in this Agreement shall be true and correct on the Effective Date and at all times throughout the Term of this Agreement.

(A) Authority. Builder has obtained all consents and authority required to enter into this Agreement and perform its obligations under this Agreement.

(B) Execution. The person executing this Agreement on behalf of Builder has the lawful right, power, authority and capacity to bind Builder to the terms hereof and consummate the transactions contemplated by this Agreement.

(C) Financial Ability. Builder has the financial ability to perform under this Agreement without obtaining mortgage financing.

ARTICLE III

TERM

Section 3.01 Term. The term of this Agreement shall be five (5) years from the Effective Date (the "**Term**"), or such later date as is set forth in any Community Commencement Notice, as defined in Article V.

Section 3.02 **STOF Termination Right for Convenience.**

(A) Provided there does not then exist any uncured STOF's Default, as defined in Section 13.02, STOF shall have the right, from time to time, to terminate this Agreement for convenience at any time, upon thirty (30) days' advance written notice (an "**Early Termination Notice**") to Builder. Such termination may be given with respect to this Agreement as a whole, to any individual Community, as defined in Article V, or to multiple Communities; provided, however, that if STOF has previously issued a Community Commencement Notice for one of the Communities described in an Early Termination Notice, then STOF shall pay to Builder all Builder Costs, as defined in Section 3.02(B), incurred by Builder with respect to the specific Community or Communities which is/are the subject of the Community Commencement Notice through the date of the Early Termination Notice, plus, if work on Homes (as opposed to Infrastructure) in a Community identified in the Early Termination Notice has then commenced, an early termination fee equal to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each such Community that is the subject of the Early Termination Notice where work on Homes has so commenced ("**Early Termination Fee**"). Such payment shall be made within thirty (30)

days after STOF's receipt of Builder's written demand, which shall be accompanied by an accounting of all Builder Costs and reasonable documentation with respect thereto.

(B) The term "**Builder Costs**" shall mean all costs incurred by Builder with respect to this Agreement, if this Agreement is terminated as a whole, or with respect to the applicable Community, if this Agreement is terminated as to an individual Community. Builder Costs shall consist of reasonably documented hard and soft development costs (if Builder is the Infrastructure Party, as defined in Article V), hard and soft construction costs, and sales and marketing costs.

(C) Upon STOF's issuance of an Early Termination Notice:

(i) STOF shall assume all liability with respect to the applicable Community Homes and/or Community Infrastructure not completed by Builder, and shall indemnify Builder with respect thereto.

(ii) STOF, not Builder, shall issue any warranty with respect to such Community Homes completed by STOF.

(iii) STOF and Builder shall cooperate with respect to the transfer of any permits applicable to the Community Homes or Community Infrastructure, as applicable, to STOF or another builder engaged by STOF.

(iv) Upon receipt of the Builder Costs and Early Termination Fee, Builder shall provide to STOF all drawings, plans and other materials (collectively, the "**Plans**") for construction of the Community Homes, as defined in Section 6.01, in the applicable Community, and for infrastructure development of the applicable Community if Builder is the Infrastructure Party, on the following terms and conditions:

(a) STOF shall have a license to use the Plans only with respect to such Community and only with respect to those Community Homes where Builder has commenced vertical construction or where there is a Member Home Purchase Agreement, as defined in Section 9.01(B), in effect.

(b) Builder shall have no liability with respect to the Plans, and STOF's use of the Plans shall constitute a release of Builder from all liability with respect thereto.

ARTICLE IV **EXCLUSIVE BUILDER**

During the Term, Builder shall be the exclusive builder engaged by STOF to develop residential communities and build Homes on those portions of the Tribal Lands which are described in any Community Commencement Notice, and STOF shall not engage in a direct relationship with any other homebuilder for the development of communities and/or the construction of Homes within the Tribal Lands described in such Community Commencement Notice (the "**Exclusivity Provision**"). The Exclusivity Provision shall not apply to (i) a builder

of a custom home contracted directly by an individual Member or (ii) the Homes in a Community with respect to which an Early Termination Notice has been issued.

ARTICLE V **COMMUNITIES**

STOF is in the process of long-range planning of the residential development of the Tribal Residential Lands. As STOF makes such plans, STOF shall identify portions of the Tribal Residential Lands for development in accordance with this Agreement (each, a "**Community**"), by providing written notice to Builder, accompanied by a sketch and legal description of the applicable portion of the Tribal Residential Land (each, a "**Community Commencement Notice**"). Each Community Commencement Notice shall identify which party (STOF or Builder) is to plan, construct, and install the Community Infrastructure (the "**Infrastructure Party**").

ARTICLE VI **LAND DEVELOPMENT**

Section 6.01 Community Planning. After Builder's receipt of each Community Commencement Notice, STOF and Builder shall collaborate in good faith to agree on (A) the number and types of Homes to be built in such Community (the "**Community Homes**"), (B) the site improvements for the Community, to include, without limitation, grading, water, sewer, drainage, landscaping, amenities, signage, and road improvements necessary with respect to such Community (the "**Community Infrastructure**"), (C) the site plan and budget containing the projected costs for completion of such Community Infrastructure (the "**Community Infrastructure Documents**") and (D) the number of model Community Homes and speculative ("spec") Community Homes to be built in such Community.

Section 6.02 Approvals. After the parties have agreed on the Community Infrastructure Documents, the Infrastructure Party shall use commercially reasonable efforts to obtain all Approvals with respect thereto. The term "**Approvals**" shall mean all final, non-appealable approvals, permits, agreements and consents from all applicable government authorities and/or from STOF, for the applicable Community Infrastructure, with all appeal periods expired and no appeals having been filed, so that upon Infrastructure Party's obtaining all Approvals for the applicable Community, Infrastructure Party will be able to install the Community Infrastructure, Builder will be able to build the Community Homes, and upon completion of construction, Builder will be able to obtain all certificates as are necessary to occupy each of the Community Homes. If Builder is the Infrastructure Party, then STOF shall cooperate with and shall not impede in any way Builder's efforts to obtain the Approvals, including facilitating the approval of STOF Tribal authorities and other applicable governmental authorities, and executing, within thirty (30) days after Builder's written request, all documents which are required to be executed by STOF in its capacity as the owner of the Community. If Builder is the Infrastructure Party and after all Approvals are received there are any increases to the previously approved budgets for costs of materials, then the parties shall use good faith efforts to adjust such budgets.

Section 6.03 **Consultants.** If Builder is the Infrastructure Party, then Builder shall select all consultants, engineers, planners, and such other experts as are necessary for the development of the applicable Community (each, a "**Consultant**"), subject to the approval of STOF, which shall not be unreasonably withheld, and subject to STOF's right to terminate a Consultant upon thirty (30) days' advance notice to Builder. STOF has approved the Consultants listed on **Exhibit D**. Builder shall enter into all contracts with Consultants (each, a "**Consultant Contract**"), but STOF shall be solely responsible for the payment of all amounts due to any Consultants. STOF has approved the form of Consultant Contract attached as **Exhibit E**. Builder shall manage the Consultants such that the Consultants complete all studies and plans, including but not limited to civil engineering plans for paving, drainage, water, and sewer systems, landscaping, photometrics, and the like, as needed to complete the Community Infrastructure.

Section 6.04 **Construction.** After receipt of all Approvals and execution of all Consultant Contracts, the Infrastructure Party shall diligently pursue the construction of the Community Infrastructure.

Section 6.05 **Utility Services.** STOF will provide electric, water, sewer, internet, cable, telephone, and all other utility service to each Community, at no cost to Builder. On behalf of STOF, Builder shall manage the design and installation of the foregoing if needed.

Section 6.06 **Cultural Resources.** All Tribal Lands described in any Community Commencement Notice shall have first been surveyed and determined by STOF to be free of cultural resources and artifacts, or STOF shall have determined that treatment of any such items present on that portion of the Tribal Land has been agreed by all governmental bodies with authority to do so. Notwithstanding the foregoing, if any cultural resources or artifacts are discovered during the development of a Community, Builder will promptly notify STOF of such findings and shall immediately cease development of the infrastructure (if Builder is the Infrastructure Party) or construction of the Community Homes affected by the cultural resource or artifact. Thereafter, STOF will diligently investigate such findings, and STOF and Builder shall work together in good faith to promptly resume construction in a manner which protects such cultural resources and artifacts.

ARTICLE VII

COST REIMBURSEMENT AND MANAGEMENT FEE FOR INFRASTRUCTURE

Section 7.01 **Costs of Infrastructure.** STOF shall be responsible for all costs to design, install, and construct all of the Community Infrastructure. If Builder is the Infrastructure Party, then Builder shall manage the construction process for the Community Infrastructure, including selection of contractors, bidding, preparing, and entering into all applicable contract documents (each, a "**Construction Contract**").

Section 7.02 **Reimbursement Procedure.** If Builder is the Infrastructure Party, then Builder will sign the Construction Contracts; however, STOF shall be responsible for the costs to design, install, and construct the Community Infrastructure. Builder may advance money to cover such costs, and shall have the right to periodic reimbursements from STOF upon written request ("**Reimbursement Requests**"), but not more often than once per month, for all amounts incurred by Builder to complete the Community Infrastructure, plus the Management Fee, as

defined in Section 7.03 (the "**Reimbursement Amount**"). Each Reimbursement Request shall include typical affidavits, lien releases, inspection approval, and other reasonable back-up documentation. Builder shall deliver the Reimbursement Requests to STOF, and such Reimbursement Requests shall include the calculation of the applicable Reimbursement Amount and Management Fee, together with a copy of the subject draw request, if any, from the applicable Consultants and Contractors, and supporting documents including invoices and lien releases (as and if applicable) from all Consultants, Contractors, and payees from the date of the previous Reimbursement Request (except as to the first Reimbursement Request) through the date of the current Reimbursement Request.

Section 7.03 Management Fee. If Builder is the Infrastructure Party, then the management fee to Builder (the "**Management Fee**") shall be equal to five percent (5%) of the total costs of construction of the Community Infrastructure.

Section 7.04 Timely Payment. The Reimbursement Amount set forth in each Reimbursement Request shall be paid to Builder within thirty (30) days after delivery to STOF, unless STOF provides detailed written objections within such thirty (30) day period. In the event of such dispute (a "**Reimbursement Dispute**"), the parties shall work together in good faith to resolve the Reimbursement Dispute. If the parties are unable to resolve a Reimbursement Dispute within a further ten (10) day period, then the parties shall proceed to mediation in accordance with Section 13.04. In addition to all other remedies of Builder hereunder, any Reimbursement Amount not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due to the date paid.

ARTICLE VIII

HOME CONSTRUCTION

Section 8.01 Home Types. Prior to the Infrastructure Party's commencement of the Community Infrastructure Documents, Builder shall provide to STOF a list setting forth the types of Homes to be constructed in the applicable Community (the "**Home Types**") and preliminary proposed sales prices of each Home Type. The Home Types shall be selected from the wide assortment of Builder's then-current home plan library for homes within the State of Florida, and shall include one handicapped-accessible model. Builder shall not be required to design new or unique Home Types for any Community, except for a change to certain material specifications, such as metal roofs and impact windows. STOF shall have the right to approve the proposed Home Types in its reasonable discretion.

Section 8.02 Price List. At least thirty (30) days prior to opening a Community for sales, Builder shall provide to STOF the final proposed prices of the Community Homes and the prices of available options (the "**Price List**"), which prices shall be generally in accordance with the preliminary proposed prices, subject to documented adjustments for then-current costs. The prices set forth in the Price List shall be subject to periodic escalation for unsold Homes based on documented increases in the cost of materials after the date of the Price List, provided that prices shall not increase for any Home during the term of any Member Home Purchase Agreement. For the purposes of this Section 8.02, Lease Pool Homes, as defined in Section 8.05, are considered to be sold Homes.

Section 8.03 Permitting Process. With respect to each Home, Builder shall submit to STOF's housing department a standard permit package which will include the items listed on Exhibit F, and STOF shall expedite the issuance of a building permit and any other required permits. After receipt of a building permit, Builder will diligently pursue construction and completion of the applicable Home.

Section 8.04 Models Homes and Spec Homes. After installation of the Community Infrastructure, Builder shall commence construction of the number of model Homes and spec Homes in the applicable Community, as set forth in the Community Infrastructure Documents. The model Homes shall be Lease Pool Homes, provided that the Closing for any model Homes shall take place on the date on which the Closing occurs with respect to the last Home in the subject Community which is not a model. STOF will have the opportunity to designate any upgrades and / or options to be incorporated into the model from the options provided by Builder within the subject Community. STOF shall pay for the cost of furnishings and décor for the model. Builder shall make the model Homes available to Members from time to time to enable Members to meet with their lenders to review and sign applicable loan documentation.

Section 8.05 Lease Pool Homes and Member Homes. In connection with the issuance of each Community Commencement Notice, STOF shall state the number of Homes to be built in such Community that will (A) be purchased by STOF for inclusion in STOF's pool of Homes available for lease by STOF to its Members ("Lease Pool Homes"), or (B) be purchased directly by individual Members ("Member Homes"). STOF may revise the mix of Lease Pool Homes and Member Homes in any Community upon reasonable notice to Builder, provided that if such change results in any increased permitting, planning, or administrative cost, then STOF shall pay such increased cost within thirty (30) days after STOF's receipt of Builder's written demand, which shall be accompanied by an accounting of such increased costs and reasonable documentation with respect thereto.

Section 8.06 Subcontractors. Builder shall select all subcontractors as are necessary for the construction of the Homes for each Community (each, a "Subcontractor"), subject to the approval of STOF, which shall not be unreasonably withheld, and subject to STOF's right to terminate a Subcontractor upon thirty (30) days' advance notice to Builder. Within thirty (30) days after receiving each Community Commencement Notice, Builder shall provide to STOF a proposed list of contractors for the applicable Community. STOF shall notify Builder within ten (10) business days after receipt of such list if any of the Subcontractors on such list are not acceptable. If STOF fails to timely provide such notice, then the contractors on the list shall be deemed to have been approved by STOF.

Section 8.07 Home Completion Date. Upon Builder's completion of construction of each Home, Builder shall send to STOF written certification that such Home is complete (each, a "Completion Notice"). Within seven (7) business days after receipt of a Completion Notice, STOF (with respect to each Lease Pool Home), the individual member (with respect to the applicable Member Home), the Tribal Inspector (as to all Homes) and, if applicable, a representative required by any lender making an insured loan with respect to the Home, shall inspect such Home with Builder, and the parties shall jointly prepare a punch list. Builder shall thereafter correct such punch list items. If STOF, the individual member, Tribal Inspector and the lender representative, as applicable, do not inspect within such seven (7) business day period,

then the Home shall be deemed complete. The Tribal Inspector shall issue a certificate of occupancy or equivalent certification of completeness of such Home. The "**Home Completion Date**" shall be the earlier of the following: (a) the date on which the Home is deemed complete, or (b) the date of the last of the inspections by STOF, the individual member, Tribal Inspector and the lender representative, as applicable (including the correction of all punch list items). Notwithstanding the foregoing, if the insured loan program pursuant to which a lender is providing financing for the purchase of the Home permits more than seven (7) business days to inspect, such lender's representative shall be afforded such reasonable additional time as permitted under the loan program.

Section 8.08 Indian Preference. STOF supports Indian preference with regard to the submittal of bids for construction projects by firms that are at least 51% owned by Members, if the respective firm is qualified with regard to the project requirements. Accordingly, Builder agrees to afford the opportunity to those qualified Members who meet the applicable project requirements to bid for direct work to be performed as a subcontractor, and to enter into subcontracts on the same terms and conditions as other subcontractors of Builder for the project. As used herein, "qualified" means that a Member or member-owned firm can provide goods or services at competitive prices, has demonstrated skills and abilities to perform the task to be undertaken in a timely and acceptable manner, and can meet the application, licensing, and insurance requirements.

ARTICLE IX

CLOSINGS

Section 9.01 Closing. Each of the conveyances described in this Section is referred to herein as a "**Closing**."

(A) **Closings for Lease Pool Homes.** Promptly after the issuance of each Community Commencement Notice, Builder and STOF shall execute a confirmation notice in the form attached as **Exhibit G** (each, a "**Lease Pool Home Confirmation Notice**") which shall set forth the applicable lot number, price, Home model, and options. Within five (5) business days after the Home Completion Date of a Lease Pool Home, the following shall occur: (i) Builder shall convey to STOF via bill of sale the Lease Pool Home and any personal property included with the Lease Pool Home, (ii) Builder shall provide to STOF a Home warranty consistent with the warranty then provided by Builder to its customers outside Tribal Lands within the State of Florida, (iii) Builder shall provide to STOF all manufacturer's warranties and operating manuals, (iv) if changes have occurred from the original permitted plans, then Builder shall provide to STOF a set of modified plans; and (v) STOF shall pay to Builder the amount due for the Lease Pool Home as set forth on the Price List in effect on the date the Lease Pool Home Confirmation Notice is executed.

(B) **Closings for Member Homes.** Builder shall market the Member Homes for occupancy only by Members who have qualified in accordance with the Qualification Procedures. STOF shall provide Builder with a list of Members who have satisfied the Qualification Procedures for the acquisition of a Member Home, as well as contact information for such Members. Builder shall enter into agreements with Members in the form attached as **Exhibit H** (each, a "**Member Home Purchase Agreement**") which shall provide, among other

things, that within five (5) business days after the Home Completion Date of a Member Home, the following shall occur: (i) STOF and the Member shall enter into a homesite lease in accordance with STOF procedures, (ii) Builder shall convey to the Member via bill of sale the Member Home and any personal property included with the Member Home, (iii) Builder shall provide to the Member a Home warranty consistent with the warranty then provided by Builder to its customers outside Tribal Lands within the State of Florida, (iv) Builder shall provide to the Member all manufacturer's warranties and operating manuals, (v) if changes have occurred from the original permitted plans, then Builder shall provide to the Member a set of modified plans; (vi) the Member shall pay to Builder the amount due as set forth in the Member Home Purchase Agreement, and (vii) to the extent that a Member obtains a loan to finance the amount due, Builder and STOF will comply with the provisions of any applicable insured loan program, provided there is no cost to Builder.

(C) Closings for Unacquired Member Homes. Builder will provide to STOF a monthly report of the status of sales of all Member Homes. If any Member Home is not conveyed to a Member pursuant to Section 9.01(B) for any reason or no reason (other than a Builder's Default, as defined in Section 13.01) ("**Unacquired Member Home**"), then such Unacquired Member Home shall be treated as a Lease Pool Home, and STOF shall be obligated to acquire such Unacquired Member Home pursuant to Section 9.01(A) within one hundred eighty (180) days after the Home Completion Date of such Unacquired Member Home. The price to be paid for such Unacquired Member Home shall be as set forth on the Price List in effect on the Home Completion Date, plus the costs of any options or similar costs included in the Home, plus interest on such price at the rate of twelve percent (12%) per annum, from the thirty first (31st) day after the Home Completion Date through the date of Closing ("**Unacquired Member Home Interest**"); provided, however, if the Unacquired Member Home was the subject of a Member Home Purchase Agreement where the member then failed to timely close, if STOF purchases such Unacquired Member Home within thirty (30) days of the Home Completion Date, the purchase price shall be the purchase price set forth in the Member Home Purchase Agreement and any and all deposits paid by or on behalf of the Member and received by Builder shall be credited to STOF at closing. Notwithstanding the foregoing, STOF's obligation to acquire the Unacquired Member Home shall terminate if (i) a Member enters into a Member Home Purchase Agreement for the acquisition of an Unacquired Member Home, (ii) the Member Home Purchase Agreement includes the payment to Builder of the Unacquired Member Home Interest, and (iii) the closing under such Member Home Purchase Agreement occurs within one hundred eighty (180) days after the Home Completion Date of such Unacquired Member Home.

Section 9.02 Carrying Costs. If Builder is delayed in the construction of any Home due to actions of STOF, including a delay under Section 6.06 (but as to a delay under Section 6.06, only to the extent same continues beyond thirty (30) days), then Builder shall so notify STOF, and STOF will reimburse Builder for carrying costs incurred by Builder during such applicable period of delay, at the rate of twelve percent (12%) per annum on all Builder Costs incurred, starting on the date on which Builder notifies STOF in writing of such delay (or on the 31st day after such notice as to a delay under Section 6.06). Such payment shall be made within thirty (30) days after STOF's receipt of Builder's written demand, which shall be accompanied by an accounting of all Builder Costs and reasonable documentation with respect thereto.

ARTICLE X

INITIAL COMMUNITIES

Section 10.01 Mable T Property. The Tribal Residential Lands include, without limitation, the land known as the “**Mable T Property**” described on **Exhibit I**, within the Big Cypress Reservation. This Agreement shall constitute the Community Commencement Notice for the Mable T Property. Builder shall build on the Mable T Property thirty-two (32) Lease Pool Homes on the lots designated “Residences By Lennar” on **Exhibit I**. STOF shall be the Infrastructure Party for the Mable T Property.

Section 10.02 Seminole Park. The Tribal Residential Lands include, without limitation, the land known as the “**Seminole Park Property**” described on **Exhibit J**, within the Hollywood Reservation. This Agreement shall constitute the Community Commencement Notice for the Seminole Park Property. Builder shall build on the Seminole Park Property forty-six (46) Member Homes on the lots designated “Residences Built By Lennar” on **Exhibit J**. STOF shall be the Infrastructure Party for the Seminole Park Property.

Section 10.03 Lakeland Property. The Tribal Residential Lands include, without limitation, the land known as the “**Lakeland Property**” described on **Exhibit K**, within the Lakeland Trust lands. This Agreement shall constitute the Community Commencement Notice for the Lakeland Property. Builder shall build on the Lakeland Property thirty-seven (37) Member Homes on the lots designated “Residences Built By Lennar” on **Exhibit K**. STOF shall be the Infrastructure Party for the Lakeland Property.

Section 10.04 Tribal Development Option. Exhibits I, J and K specifically designate certain lots as “Tribal Development Option” which lots (hereinafter referred to as the “**TDO Lots**”) are in addition to the lots designated for Builder as described in Sections 10.01, 10.02 and 10.03. STOF alone shall have the right to construct homes for its Members on the TDO Lots. Unless a Community Commencement Notice expressly includes a designation releasing some or all of the TDO Lots from this right of STOF, the issuance of a Community Commencement Notice (including, but not limited to, those set forth in Sections 10.01, 10.02 and 10.03 set forth hereinabove), shall not be deemed to grant Builder any right to build Homes upon the TDO Lots. From time to time, STOF may, but shall not be obligated to, provide written notice to Builder specifying certain TDO Lots which are released from this restriction in order that Builder may construct Homes thereon. This right reserved to STOF with respect to TDO Lots shall apply to each Community included in this Agreement for which there are TDO Lots set forth on the site plan exhibit which shall accompany the Community Commencement Notice.

ARTICLE XI

COMMUNITY OPERATION

Builder shall develop the land and sell Homes in each Community in a manner similar to the operation of Builder’s communities outside Tribal Lands within the State of Florida. There shall be no homeowners’ or similar association in any Community unless STOF requires same, in which case the formation and operation of such association shall be at STOF’s sole cost and

responsibility. In the absence of any association, all Community maintenance and operation costs shall be at STOF's sole cost and responsibility, and Builder will cooperate with the same.

ARTICLE XII **FORCE MAJEURE**

If the performance by either party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, governmental delay or other matter beyond the control of such party, without such party's fault or negligence, then the deadline for completion of such obligation shall be extended by a like number of days. The foregoing shall not apply to any obligation to pay money due hereunder.

ARTICLE XIII **DEFAULT, REMEDIES, AND MEDIATION**

Section 13.01 Builder's Default. In the event of any default by Builder ("**Builder's Default**"), STOF shall be entitled to terminate this Agreement. In the event of such termination, Builder shall assign to STOF, to the extent assignable and without any representation or warranty, all rights of Builder under the Approvals and under any plans, Consultant Contracts, Construction Contracts, and Member Home Purchase Agreements, such that STOF will be able to complete all Homes then under Construction. Alternatively, STOF shall have the right to require Builder to complete all Homes then under construction pursuant to the terms of this Agreement; upon completion and Closing of said Homes, this Agreement shall terminate and neither party shall have any further liability hereunder.

Section 13.02 STOF's Default. In the event of any default by STOF ("**STOF's Default**"), Builder shall be entitled to terminate this Agreement and be fully reimbursed for all costs and expenses incurred through the date of termination, and to all remedies available at law or in equity, including without limitation, specific performance, injunctive relief and damages.

Section 13.03 Notice and Cure. Builder shall take no action with respect to a STOF's Default, and STOF shall take no action with respect to a Builder's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within the applicable cure period. The cure period shall be (A) five (5) business days with respect to a failure by either party to perform its obligations with respect to a Closing, (B) two (2) business days with respect to STOF's execution of documents requested in connection with the Approval process in accordance with Section 6.02, (C) two (2) business days with respect to STOF's failure to pay a Reimbursement Amount, or (D) thirty (30) days with respect to all other obligations.

Section 13.04 Mediation.

(A) Nothing contained in this Agreement shall be deemed or construed to constitute consent on the part of STOF or Builder to arbitrate any matter or dispute, and nothing contained herein shall be deemed or construed to constitute an obligation or intent on the part of STOF or Builder to arbitrate any matter or dispute whatsoever.

(B) This Agreement shall be governed by the laws of the State of Florida and by such laws of the United States of America as are applicable. Except as otherwise noted below, by referring to federal law and the laws of the State of Florida, this Agreement is not intended to, and does not: (i) incorporate any administrative or other dispute resolution procedure contained therein; (ii) subject STOF, Builder, or the Tribal Residential Lands to the jurisdiction of the State of Florida or its courts or administrative bodies; or (iii) grant the State of Florida jurisdiction over this Agreement. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be resolved in the manner set forth below.

(C) The parties shall first attempt to resolve any controversy or claim arising out of or relating to this Agreement, or the alleged breach thereof, by negotiating in good faith for a period not to exceed thirty (30) days with each other with a view toward resolving their dispute voluntarily. If the voluntary efforts of the parties at direct negotiations fail, the parties shall then submit the dispute to mediation, as set forth below:

(D) Such mediation shall take place within sixty (60) days after the failure of voluntary negotiations between the parties. Under no circumstances will the mediation operate as a waiver of tribal sovereign immunity. Mediation may be initiated by either party upon ten (10) days' written notice to the other party. All mediation proceedings shall be held at the Administrative Offices of STOF within the confines of Broward County in the State of Florida. Selection of the Mediator shall be subject to the mutual agreement of the parties. In the alternative, the Mediator shall be selected by a neutral third party. The Mediator shall be Board Certified in Construction law or a former member of the Florida judiciary with background in construction cases. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any later litigation or other proceeding. The Mediator is authorized to end the mediation whenever further efforts at mediation would not reasonably contribute to a resolution of the dispute between the parties. A written report of the mediation process will not be prepared by the Mediator. There shall be no record, electronic or otherwise, of the mediation proceeding. The Mediator's fee or time charge rate will be established at the time of selection or appointment. The expenses of witnesses for either side, if any, shall be paid by the party providing such witnesses. All other expenses of the mediation, including required travel and other expenses of the Mediator or the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be shared equally by the parties unless they agree otherwise. Neither party shall institute litigation nor other proceedings while the mediation proceeding is pending; however, a party may withdraw at any time from the mediation proceeding by providing written notice to the mediator and to the other party.

(E) Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (i) the parties have not executed a written settlement agreement within forty-five (45) days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (ii) either party serves on the other party and on the Mediator written

notice of withdrawal from the proceeding. The Mediator shall apply all applicable laws and rules of procedure, if any, in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. In addition to the foregoing and except as noted below, nothing contained herein is intended to constitute a consent or agreement on the part of STOF or Builder to be subject to participate in any legal proceeding to resolve any controversy, claim or dispute arising out of or relating to this Agreement or any alleged breach thereof.

(F) If a dispute cannot be resolved as a result of mediation, then venue shall be proper in the U.S. District Court for the Southern District of Florida, Broward County Division; or the Florida Circuit Court for the 17th Judicial Circuit, both with applicable appellate jurisdiction thereafter if required.

(G) If either of the parties commences a lawsuit or other legal proceeding against the other party to enforce the provisions of this Agreement or as a result of the other party's alleged breach thereof, the non-prevailing party shall pay the reasonable attorneys' fees and court costs incurred by the prevailing party. If STOF is charged with a breach of this Agreement, and all other conditions precedent to the assertion of a claim or the filing of suit have been fully met, the complaint or charging document filed by Builder shall set forth each and every fact and shall include, by way of attachment, each and every document upon which its allegations of breach are predicated. Each and every factual allegation contained in the complaint or charging document must be verified under oath.

(H) It is understood and agreed that by executing this Agreement, STOF does not waive, limit or modify its sovereignty or its tribal sovereign immunity from suit or from the assertion of any claim against it in any court or tribunal whatsoever unless the Tribal Council of STOF duly enacts an ordinance or a resolution in legal session authorizing a limited waiver of tribal sovereign immunity which conforms, in form and in substance, to the requirements of Tribal Ordinance C-01-95 regarding tribal sovereign immunity. Any limited waiver of the sovereign immunity of STOF shall also be subject to the following:

(i) The limited waiver shall be based solely upon a claim that STOF has materially breached its obligations under the terms and conditions of this agreement.

(ii) The limited waiver may only be asserted by the party in direct privity with STOF. It shall not be assignable.

(iii) The limited waiver shall not be effective unless and until the parties have first exhausted the dispute resolution procedures set forth in this Article XIII. The limited waiver shall be limited to actual damages which have been incurred through the date of any claim asserted. The limited waiver of tribal sovereign immunity shall not pertain to any claim for punitive damages.

ARTICLE XIV **INTENTIONALLY OMITTED**

ARTICLE XV **INDEMNITY**

Section 15.01 **STOF Indemnities**. All work undertaken by STOF pursuant to this Agreement, shall be at the sole risk of STOF. STOF shall, to the fullest extent permitted by law, defend all claims through legal counsel reasonably satisfactory to Builder, and indemnify and hold Builder, its members and affiliated companies and each of their agents, employees and representatives (collectively referred to as "**Builder Indemnitees**") harmless from and against each and all of the following: any claim, liability, loss, damage, cost, expense, including attorneys' fees, awards, fines or judgments arising out of the negligence or willful misconduct of STOF in performing its obligations hereunder, including without limitation, death or bodily or personal injury to persons, injury or damage to tangible property, including the loss of use therefrom, construction defects, or other loss, damage or expense, regardless of whether it is caused in part by any of the Builder Indemnitees; provided, however, STOF shall not be obligated to indemnify the Builder Indemnitees with respect to damages which are ultimately determined to be due to the sole negligence or willful misconduct of any of the Builder Indemnitees or resulting from defects in design furnished by any of the Builder Indemnitees. STOF further hereby indemnifies and holds the Builder Indemnitees harmless from all injury, damage, loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from the following:

(A) **Consultant Contracts**. All activities performed by third parties under the Consultant Contracts.

(B) **Hazardous Substances**. Except to the extent introduced by Builder or any subcontractor, the presence of any Hazardous Substances above, below, on, or within the Tribal Lands, and any (i) generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on Tribal Lands, or (b) failure by STOF to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "**Hazardous Substance**" means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statutes, regulations or ordinances may be amended from time to time.

Section 15.02 Builder Indemnities. All work undertaken by Builder pursuant to this Agreement, shall be at the sole risk of Builder. Builder shall, to the fullest extent permitted by law, defend all claims through legal counsel reasonably satisfactory to STOF, and indemnify and hold STOF, its Members and affiliated companies and each of their agents, employees and representatives (collectively referred to as "**STOF Indemnitees**") harmless from and against each and all of the following: any claim, liability, loss, damage, cost, expense, including attorneys' fees, awards, fines or judgments arising out of the negligence or willful misconduct of Builder in performing its obligations hereunder, including without limitation, death or bodily or personal injury to persons, injury or damage to tangible property, including the loss of use therefrom, construction defects, or other loss, damage or expense, regardless of whether it is caused in part by any of the STOF Indemnitees; provided, however, Builder shall not be obligated to indemnify the STOF Indemnitees with respect to damages which are ultimately determined to be due to the sole negligence or willful misconduct of any of the STOF Indemnitees or resulting from defects in design furnished by any of the STOF Indemnitees.

ARTICLE XVI
NOTICE AND ADDRESSES

All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

STOF: SEMINOLE TRIBE OF FLORIDA
6365 Taft Street, Suite 3008A
Hollywood, Florida 33024
Telephone No.: (954) 966-6300, extension 10919
Attn: Executive Director of Tribal Community
Development
E-Mail: derekkoger@semtribe.com

Copy To: SEMINOLE TRIBE OF FLORIDA
6300 Stirling Road
Hollywood, Florida 33024
Telephone No.: (954) 967-3950
Attn: Tribal General Counsel
E-Mail: jimshore@semtribe.com

BUILDER: LENNAR HOMES, LLC
99 SE Mizner Boulevard, Suite 120
Boca Raton, Florida 33432
Telephone No.: (561) 998-9200
Attn: Fred B. Rothman, Regional President
E-Mail: fred.rothman@lennar.com

Copy To: LENNAR CORPORATION
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attn: General Counsel
E-Mail: mark.sustana@Builder.com

Copy To: GREENBERG TRAURIG, P. A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401
Telephone No.: (561) 650-7924
Attn: Laurie L. Gildan
E-Mail: GildanL@GTLaw.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice. The respective attorneys for STOF and Builder are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

ARTICLE XVII

MISCELLANEOUS PROVISIONS.

Section 17.01 Insurance. Throughout the Term of this Agreement, Builder shall provide insurance as set forth on **Exhibit L**.

Section 17.02 Amendments. No amendment to this Agreement shall bind any of the parties unless and until such amendment is in writing and executed by Builder and STOF.

Section 17.03 Entire Agreement. This Agreement, together with any exhibits attached, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force or effect.

Section 17.04 Assignment. Neither Builder nor STOF may assign this Agreement, except that Builder shall have the right to assign its rights and/or obligations in this Agreement to any entity controlled by or under common control with Buyer, or to an entity which succeeds to Buyer in any merger or acquisition, without recourse, whereupon Buyer shall be released from its obligations hereunder.

Section 17.05 Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of

this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either STOF or Builder as the drafting party.

Section 17.06 Representations. All representations, warranties and covenants set forth herein are material and of the essence to this Agreement.

Section 17.07 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 17.08 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 17.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

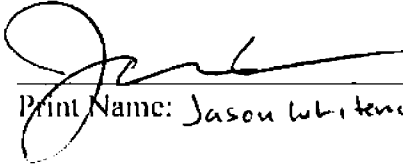
Section 17.10 Radon Gas. In compliance with §404.056, Florida Statutes, Builder is hereby made aware of the following: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

Section 17.11 WAIVER OF TRIAL BY JURY. BUILDER AND STOF HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUILDER AND STOF. BUILDER AND STOF HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUILDER AND STOF FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE

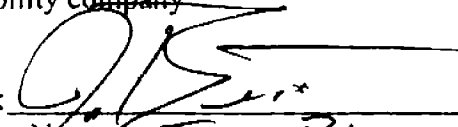
OR AGENT OF BUILDER OR STOF (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUILDER OR STOF OR TO ANY AGENT OR REPRESENTATIVE OF BUILDER OR STOF (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LENNAR HOMES, LLC, a Florida limited liability company

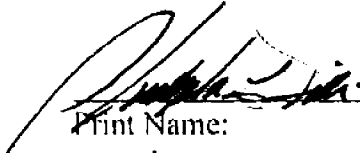

Print Name: Jason Whittemore

Print Name: _____

By: 
Print Name: JIM BARDOUSET
Title: VICE PRESIDENT


Date: _____, 2019

WITNESSES:


Print Name: Christopher L. Billie

Print Name: _____

SEMINOLE TRIBE OF FLORIDA

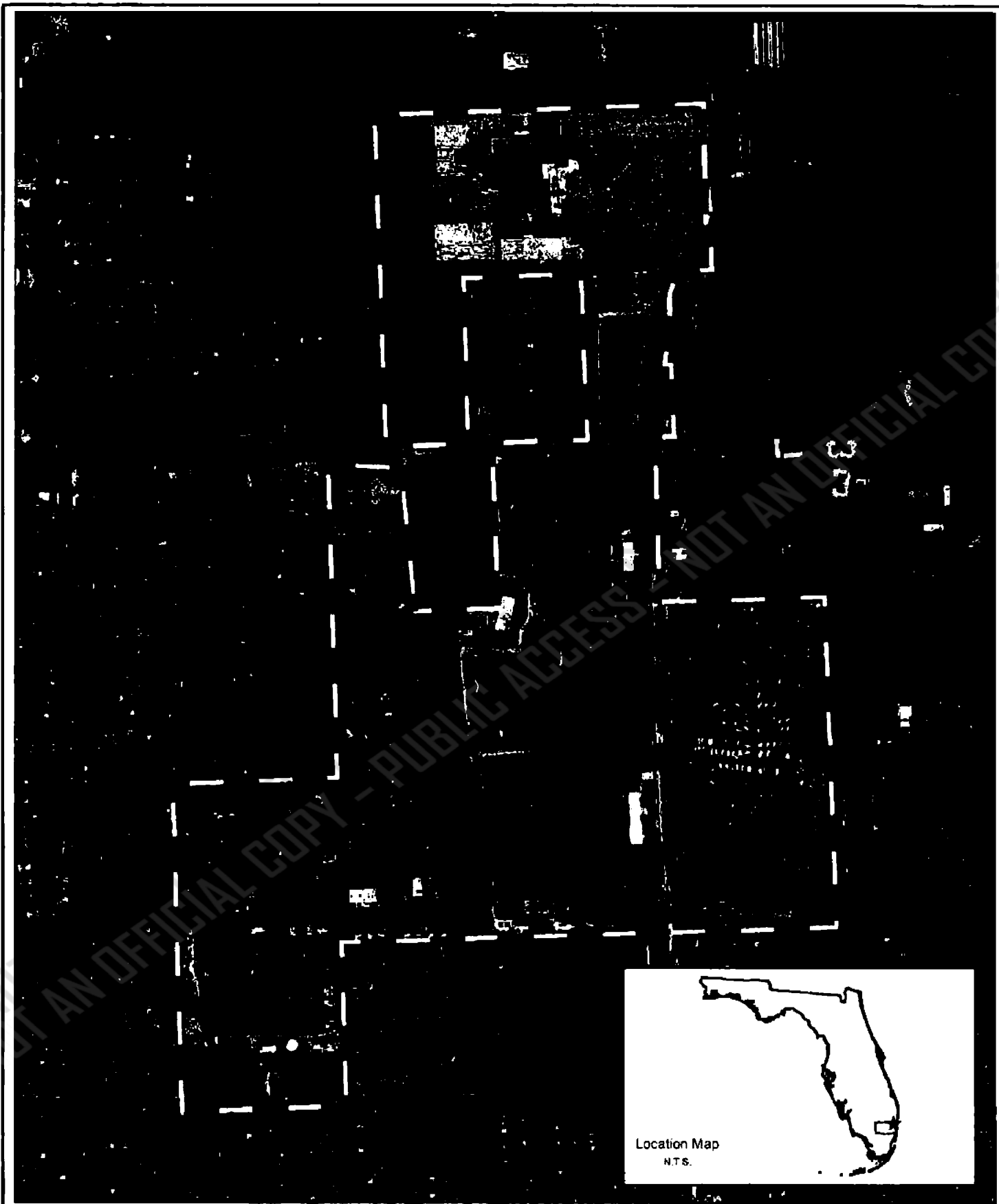
By: 
Print Name: MARCELLUS W. OSCEOLA, JR.
Title: CHAIRMAN

Date: 9/10/19, 2019

EXHIBIT A

Depiction of Tribal Lands

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Map Legend

. Reservation Boundary

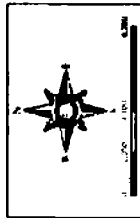
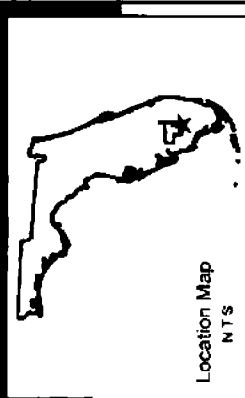
2015 Aerial

Hollywood Reservation

Exhibit A

0 260 520 1,040

Feet

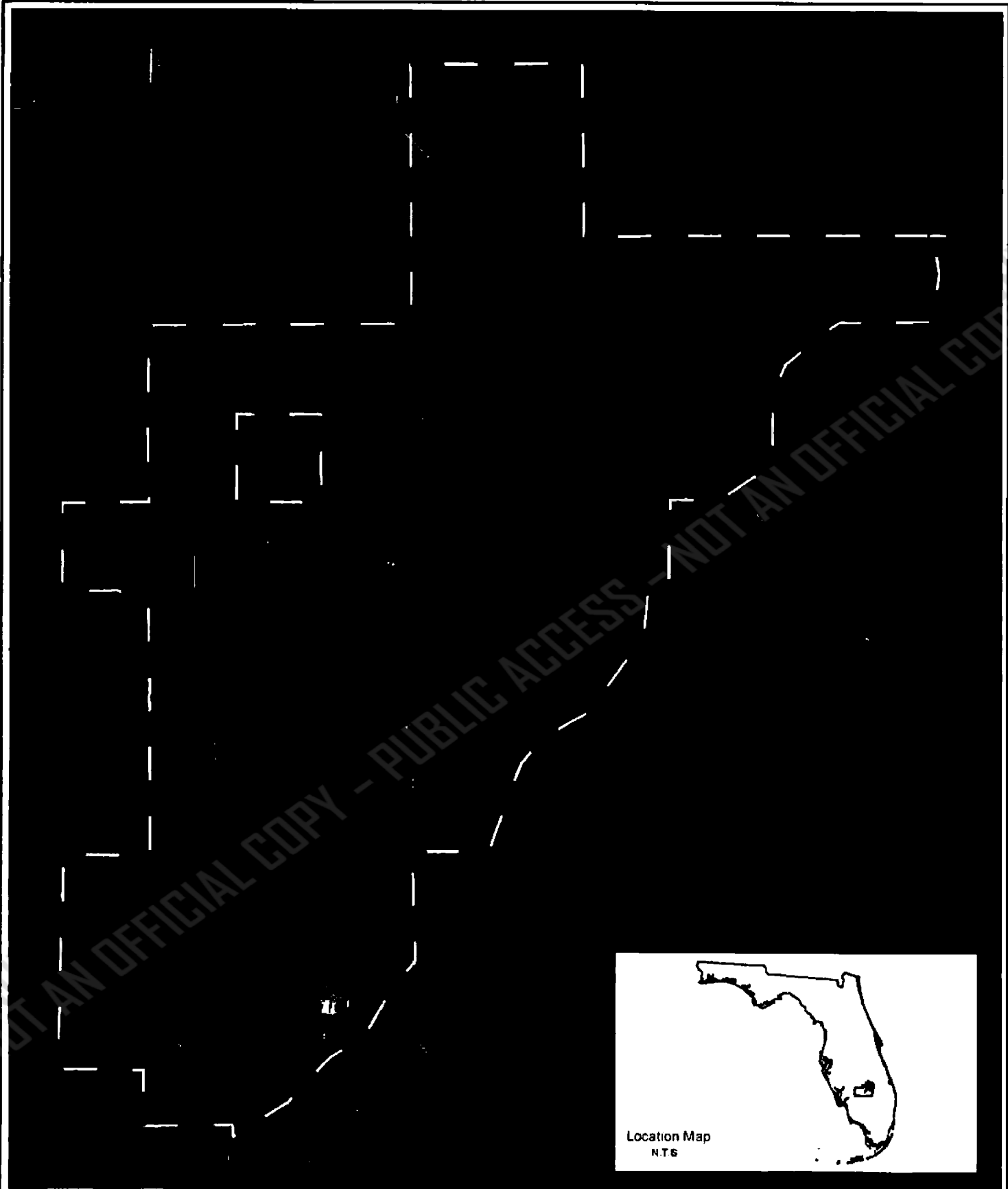


Big Cypress Reservation

Exhibit A



Map Legend
Reservation Boundary
2017 Aerial



Map Legend

 Reservation Boundary


2018 Aerial



Brighton Reservation

Exhibit A









Immokalee Reservation Exhibit A

Map Legend

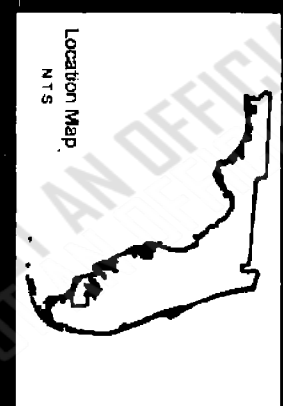
 Reservation Boundary

2015 Acreage

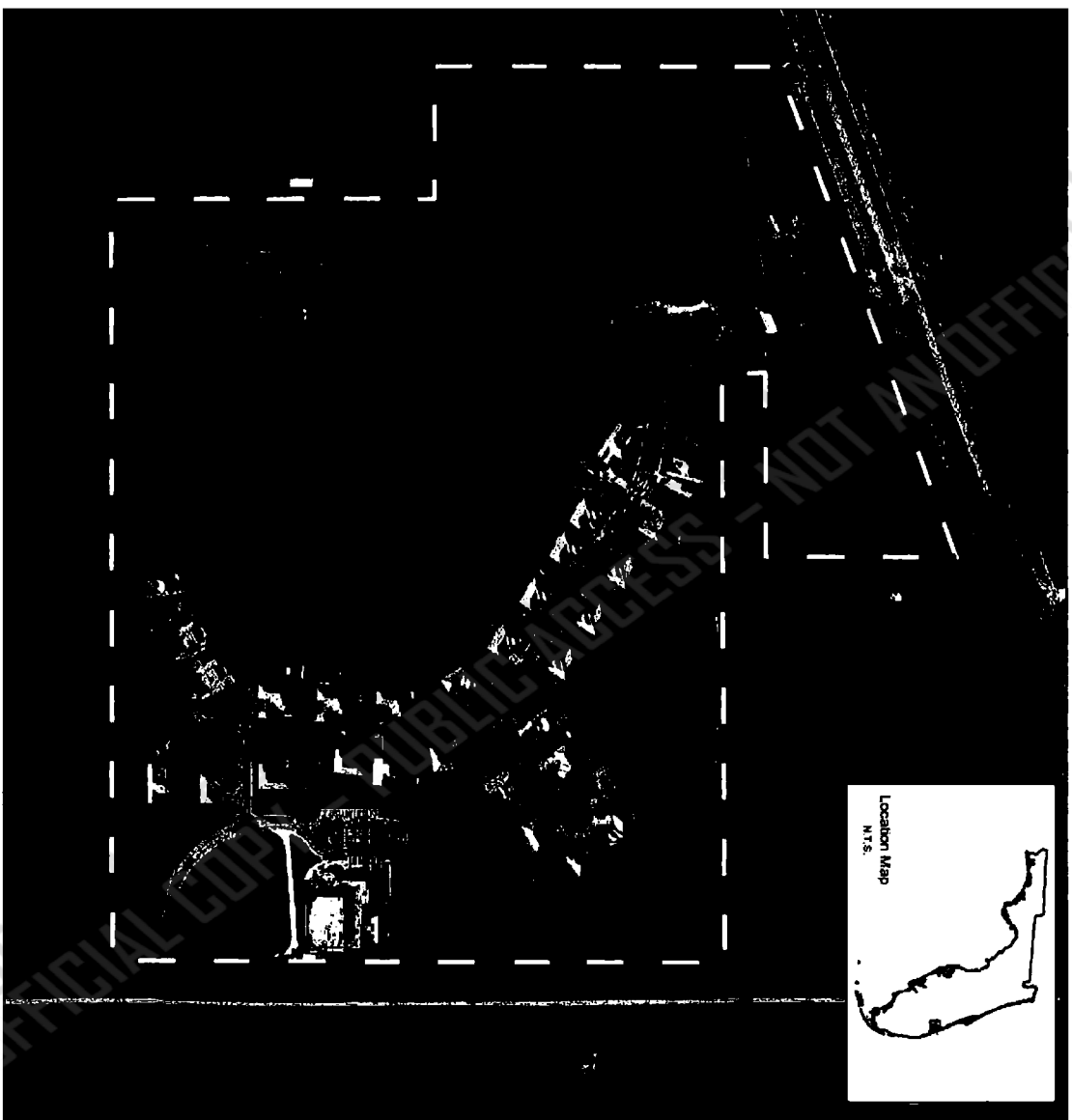


0 20 40 Miles

This map was prepared by the U.S. Department of the Interior, Bureau of Land Management, and the Florida Department of Natural Resources. It is not guaranteed. Any discrepancies should be reported to the Florida Department of Natural Resources.



INSTR Data_DeltaItemLabel: P_001_03_Boundary was



A map of the Northwest Territories (N.T.S.) showing the location of the study area. The map is oriented with North at the top. The study area is indicated by a small black square in the southern part of the territory, near the border with the Yukon and British Columbia.



**Fort I
Reser
Exh**

Map Leger
C Reserv

The problem arises when a child is exposed to Teflon or Fluorinated polymers in the environment. Any of these can be found in the environment.

EXHIBIT B

Depiction of Tribal Residential Lands

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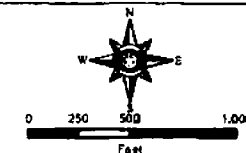


Map Legend

- Streets
 - Future Residential Area
 - Reservation Boundary
- 2018 Aerial Imagery



Hollywood Reservation
Exhibit B
Tribal Residential Lands



Date: 01/10/17, Created By: [illegible]
 Path: \\G:\New File Structure\GIS\2018 Aerial Imagery\Hollywood\Hollywood_01_10_17_AT_Seminole_Park.mxd

The information shown on this map is provided by the Seminole Tribe of Florida and the U.S. Department of the Interior. The information is believed to be accurate but accuracy is not guaranteed. Any discrepancies should be reported to the Seminole Tribe of Florida and the U.S. Department of the Interior.

FLOYD WELL RD

RESEARCHER

E HARNEY FOND RD

Knots
Landing Rental
Community

Brighton Reservation
Exhibit B
Tribal Residential Lands



MOORE RD

Lakeland Residential Area

BRADLEY BL

Map Legend

50 Miles

Reserve

Reservation Boundary

Planned Residential Area

2017 Aerial Imagery



Lakeland Reservation Exhibit B Tribal Residential Lands

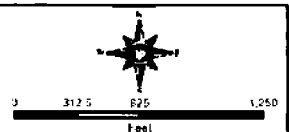


EXHIBIT C

Tribal Authorizing Resolution

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EXHIBIT D

Approved Consultants

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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Name	Principal/Owner Name	Phone Number	Address	City	State	Zip	Email Address
A-1 Roof Trusses Ltd	Larry Keith	772-409-3030	4452 St. Lucie	Fort Pierce	FL	34946	larry.keith@arttrusses.com
ABC Drywall Corp	Nitke & Tanya	954-694-7278	5447 NW 24th St	Margate	FL	33064	abedrywallcorp@yahoo.com
	Rick	954-973-0065					rick_abc@yahoo.net
Alrite Electric Corp.	Martaneta Rodriguez	786-295-3502	20604 SW 133 Ave	Miami	FL	33177	alriteelectric@gmail.com
AC Quality Electric LLC	Alan Caspe	954-294-0101	2307 NW 115 Avenue	Coral Springs	FL	33065	acqualityelectric.com
Access Fence	Danny O. Torres	786-251-0375	1085 Eowl 28 Street	Hialeah	FL	33013	access2010@hotmail.com
Action Sod of Miami Corporation	Barby Lopez	305-216-2333	5700 SW 23 Avenue	Miami	FL	33183	actionofsod.com
Advantage Pest Referted Se		954-968-7717					
Al-Plex Eliminators Inc.		305-552-0141					
All American Doors, Inc.	Luis Torrens	786-223-6946	8135 NW 99 Stre	Miami	FL	33166	sales_allamericandoors.com
	Alberto Rodriguez	305-496-3035	8155 NW 99 Stre	Miami	FL	33166	sales_allamericandoors.com
All Cade Fences, Inc.	Ilisa Ortega	305-826-2535	2720 W 78th St	Hialeah	FL	33016	allcade@allcade.com
All Phase Roofing	James Bowright	561-988-8762	601 Whitway Avenue Ste 1	Lantana	FL	33462	allphaseroofingandgates.com
American Stairs	Jamil Mikol	772-286-2082					amstairsofcentralfloridastair.com
Arnold J. Electric, Inc.	Arnold Delgado	786-355-4071	4604 SW 159 Ave	Miami	FL	33185	arnoldodelgado1965@gmail.com
	Arnold Delgado JR	786-251-2905					
Artemisa Fence & Ornamental Corp	Mariene Valdes	305-221-0214	1313 Lincoln Rd	Miami Beach	FL	33139	mariene@artemisafence.com
Artistic Glass & Mirror of Miami Inc	Manuel Hernandez	305-216-4864	13275 SW 135 St	Miami	FL	33186	artisticglassofmiamisouth.net
	Mercedes	305-216-4983					
Atlantic Flooring Group Inc.	Alejandro Henriquez	305-343-1816	9317 Sw 84th Te	Miami	FL	33143	alejo@atlanticflooringgroup.com
Avector Enterprises o S Florida	Kenneth Nistko	305-757-3958	1212 NE 91 Stre	Miami	FL	33138	avectorinc@yahoo.com
Beyond Reliable LLC	Monica Perez	954-410-6444	16000 Pines Blvd	Pembroke Pines	FL	33092	beyondreliable19@hotmail.com
Big Plumbing Co.	Abraham Larras	305-821-2880					bigplumbinc.com
Brick Paver Group Inc.	Jose Fernandez	305-554-6570	350 W Park Driv	Miami	FL	33172	bricks@brickpaver.com
Broken Garage Door & Gate	John DeMarzo	954-946-5555					john@broken.com
Builders First Source	Dominic Williams	561-798-1840					dominic.williams@bfs.com
Capel Construction Corp.	Jorge Usuro	305-216-2127	12331 Sw 132 Co	Miami	FL	33186	jorge@capelconstruction.net
Carpenter Contractors of America	Jim Dyer	863-294-6449	3900 Avenue G	Winter Haven	FL	33880	jim@carpentercontractors.com
Caspetts by Mr. Jason Inc.	Howard Siegel	954-473-4990	2054 Mears Park	Margate	FL	33063	Howard@caspettsmiami.com
Central Air Control	Rene A. Alvarez	305-822-1551	2651 W 79th Street	Hialeah	FL	33016	renealvarez@centralaircontrol.com
Charol Drywall Inc.	Enrique Carranza	305-748-9020					charol_drywall@yahoo.com
Cheeky Monkey Cleaning Service		305-829-8540					
Classic Cultured Marble Inc.	Salesh Patel	561-648-4635	8300 Currency D	West Palm Beach	FL	33404	ss300@aol.com
Creative Painting Waterproofing	Rafi Cohen	954-444-7008	5053 Stillwater Terr.	Cooper City	FL	33330	creativepaint@aol.com
Crown Roofing, LLC	Guider J. Genéau	855-276-9856	8724 Spruce Hills Court	Latwood Ranch	FL	34202	guider@crownsroof.com
Custom Craft Inc.	Roberto Aguilar	305-965-3487					merlesandronate10@yahoo.com
Dade Truss	Jose Jurado	305-932-8245	18401 NW 74 Ave	Miami	FL	33165	joaquin@da.com
Decor USA Painting	Juan Guzman	305-345-8025					decorusa@decorusa.com
Defiant Lawn And Pest Control	Hu Montague	800-487-8190	3500 NW Boca Raton Blvd #714	Boca Raton	FL	33431	hu@defiant.com
Distinctive Mchans and Bnhs Inc	Adam Camber	561-990-9400	1217 Clint Moor	Boca Raton	FL	33487-2738	adam@distinctive.com
Dase Landscape Co., Inc	Sue Reamer	305-884-5700	12990 NW 113 Ct	Medley	FL	33178	sue@damelandscapes.com
Disle Estimator ->	Chris Catron						scatrop@dislelandscapes.com
	Robert	305-216-5251					
	Mike	772-216-0246					
DTC Stairs	Salvador Jarado	305-592-8245	5401 NW 78th Av	Miami	FL	33166	salv@dtc.com
Eagle Lighting Distributors Inc	Karen	954-725-7998	3008 SW 15th St	Deerfield Beach	FL	33442	karen@eaglelighting.net
Edge In Stone LLC	Alex Garcia	305-629-9000					alex_els@bellsouth.net
Electric Connection		561-586-6499					
Empire Electric Maintenance & Service Inc	Antonio Hernandez	305-264-9982	1041 SW 67 Ave	Miami	FL	33144	tony@empireelectric.net
Excel Equipment 1, LLC	Mark Gibbons	954-749-2507	4495 SW 67th Te	Davie	FL	33314	excelequipment1@aol.com
Firematic Sprinklers, Inc.	Jose Perez	305-970-6656	9934 NW 13 ST #18	Doral	FL	33172	jose@firematicinc.com

Name	Principal/Owner Name	Phone Number	Address	City	State	Zip	Email Address
Floor Technologies, Inc.	Christopher M. Henry	305-818-8830	11911 W Okauchobee Rd	Hialeah Gardens	FL	33018	chpen@floortechtechnologies.com
Fox Electric Enterprises Inc	Michael Varela	305-536-1700	2691 W 81 Street	Hialeah	FL	33016	michael@foxelectric.us
Francisco Marble & Granite Inc		772-467-1434					
Gale Installation	Dave Fene	305-625-8397	3601A Cross Rd	Pt Pierce	FL	34945	galeinstall@meagco.com
General Steel Corp.	Ada Blanco	305-699-0290	690 West E3 St	Hialeah	FL	33014	adablanco@generalsteel.com
GRID Millwork Corp.	Noel Gonzalez	305-970-8940	13285 SW 131 St	Miami	FL	33186	noel2006@hotmail.com
Guardian Hurricane Protection Products	Pablo Ramos	305-905-7050	760 W. 27th St.	Hialeah	FL	33010	guardianhurricane@earthlink.net
GutterSmith	Rhea Smith	561-569-8797	744 Rider Road	Boynton Beach	FL	33435	GUTTERSMITH@BELL-SOUTH.NET
Heritage Carpet & Tile Inc	Randy Smith	561-424-9080	2200 Corporate	Boynton Beach	FL	33425	randy@heritagetileandcarpet.com
	Jamie Riddle	954-520-8662	2200 Corporate	Boynton Beach	FL	33426	jamie@heritagetileandcarpet.com
Inhome	Robert Larreal	305-599-3320	10803 NW 29 St	Doral	FL	33172	robert@inhome.com
Installed Building Products of Miami	Bert Albaladejo	305-693-8980	12805 NW 115 Ave B107	Medley	FL	33178	bert.albaladejo@installed.net
Resene Concrete Finishing	Miguel Madrid	786-412-9976	14359 SW 176 Te	Miami	FL	33177	finmat@reseneconcretefinishing.com
J & M Underground Engineering		305-345-4002					
JML Irrigation, Inc.	Jose Guerra	305-992-7866	16390 SW 278 St	Homestead	FL	33031	mjguerra@jmlirrigation.com
Kitchen Art - Ferguson ENT		954-753-3501					
Lanaco Enterprises, Inc.	Jose Cardenal	305-254-3539	PO Box 562380	Miami	FL	33256-2380	lanaco@lanacoenterprises.com
Latha Roofing & Sheet Metal, LLC	Chela Yankovich	954-772-3446	2280 West Copans Road	Pompano Beach	FL	33069	latha@latharofing.com
Lavaca Industries Inc	Harold W. Bailey	305-686-8880	8601 NW 90th Street	Medley	FL	33166	hwb@lavacaindustries.com
Undstrom Air Condition	Craig Sansonante	954-420-0054					
Lera's Plumbing Corp.	Eric Lera	786-251-6005	9448 N.W. 13 St	Miami	FL	33172	lerasplumbing@yahoo.com
Lupas Professional Cleaning	Lupe	772-336-7226					
Merit Floors Inc	Todd Regel	305-887-7571	3024 NW 25th Av	Pompano Beach	FL	33069	tregel@meritfloors.com
Mia Casa Home Design Center Corp.	Antonio Cault	786-475-4296	750 W 39 Place	Hialeah	FL	33012	antonio@miacashomedesign.com
Miami Cable Connections Inc	Williams Laleer	305-970-0520	14490 S.W. 1401	Miami	FL	33186	miamicableconnections.net
Mikdean USA LLC	Karina Pinto	954-673-8999	257 Goodby Blvd.	Deerfield Beach	FL	33442	karina@mikdeanusa.com
Monogram Windows & Doors	Don Bronchick	954-670-7117					
Mowrey Elevator Company Inc.	Timothy Mowrey SR	954-481-8900	3580 SW 50 Ave	Dania	FL	33328	tim@mowreylelevator.com
MTP Firestop EMT	Joergin Pontonnet	786-267-4313	12360 SW 132 CT #215	Miami	FL	33186	victor@mowreylelevator.com
Nardius Marble-Lite Inc	Jose Gonzalez	305-253-9815	14040 SW 139 Court	Miami	FL	33186	ngonzalez@nardius.com
Olive Pavers Enterprise Corp	Yadmy Olive	786-412-0037	15763 NW 80 Ave	Miami	FL	33016	olivepavers@bellsouth.net
Ortega Grading Inc	Adel El Ortega	305-884-5560	535 West 26th S	Hialeah	FL	33010	adelortega@yahoo.com
	Arnada	786-619-6185					
Oscar Air Conditioning	Daniel Puig	786-136-6391	6540 N.W. 84th	Miami	FL	33165	oscar@oscarairconditioning.com
Phonix Builders Corp	Pedro F Sanchez	305-343-8834					
Prime Shell Inc	Chris Dimercurio	305-332-8212					
Progressive Plastering Inc		954-596-1400					
Reliable Services & AC	Gary Lucchese	954-648-9074	7154 N University Drive #264	Tamarac	FL	33321	reliableservicesandac@gmail.com
Ridgeway Plumbing Inc	Ken Depew						
Rosen Minerals, LLC	Drew Rosen		1371 Sawgrass Corporate Parkway	Sunrise	FL	33323	drew@rosenminerals.com
Royal Fence & Equipment	Isidro Suarez	305-607-6322	5500 NW 74 Ave	Miami	FL	33166	isidro@royalfence.com
Royal Plastering Corp	Eddy H. Gil						
S & J Plastering, Inc.	Jorge Sanchez	305-278-2422	13456 S.W. 142nd Ave	Miami	FL	33186	jgsanchez@bell-south.net
Santada Fence	Sergio Santada	305-770-6244	310 W 31 St	Hialeah	FL	33012	santadafence.com
Shell Systems Inc.	Michael Petrineri	951-988-2117	1047 NW 31st Ave	Pompano Beach	FL	33069	shell@shell-systems.com
Signature Design Paving	Laila Rayani	954-375-8646					
South Dade Lighting Inc.	Donald Elliott	305-233-8020	P.O. Box 560965	Miami	FL	33156	southdadelighting.com
South Florida Stereo & Exteriors LLC	Styly Presser	305-335-5752					
Southwest Plumbing Service	Clinton Watson	305-232-6203	12825 S.W. 134th Court	Miami	FL	33186	swplumbing@gmail.com
State-Line Products of South Florida	Juan Gonzalez	954-971-0790	3023 NW 25th Ave	Pembroke Pines	FL	33069	
Sunshine Window MFG. Inc	Roman Cordova	786-258-4177	1785 West 33 Pl	Hialeah	FL	33012	RGC212@BELL-SOUTH.NET

Mapa	Principal/Owner Name	Phone Number	Address	City	State	Zip	Email Address
Taka Elevator	Patrick Lechander	407-816-9284	6130 Edgewater Dr. #D	Orlando	FL	32810	patrick@taka-elevator.com
TBRC Group LLC	Lincoln	727-735-2951	6438 126th Ave	Largo	FL	33773	lincoln@tbcgroup.com
The Beautiful Mailbox Company	Seth	954-792-6245					
Universal World Construction	Paul Blaudet	954-629-1266					univconworld@aol.com
US Brick & Block Systems LLC	James A. Bond		1800 NW 22nd St	Fort Lauderdale	FL	33311	jbond@uniblocksystems.com
Verona Concrete LLC	Carlos Verona	305-525-3778	10400 SW 43 St	Miami	FL	33165	veronconcrete@yahoo.com
	Elizabeth	786-873-6890					
Victoria Roofing Inc	Rafael Ubeda		4220 SW 71 Ave	Miami	FL	33155	victoriarofinginc@comcast.net
	Rudy	305-772-0086					rudy@victorianroofinginc.com
Willmax Cleaning Services Inc		786-390-5814					

EXHIBIT E

Form of Consultant Contract

GENERAL AGREEMENT FOR CONSULTANT SERVICES

NO.

BETWEEN

“BUILDER”

Lennar Builder Name Here

Address Here

City, State, Zip Here

Phone Number Here

Fax Number Here

AND

“CONSULTANT”

Company Name Here

Address Here

City, State, Zip Here

Phone Number Here

Fax Number Here

State License Number Here

[Insert Project Name Here]
 [Insert Type of Work Here]
 General Agreement for Consultant Services

Consultant:					
Contract No.:					
Rel Cost Center					
CSI Code#	Description Of Services	UOM	\$ / Unit	Qty	Extended \$'s
		LS			\$
		LS			\$
Contract Total					\$

Date: _____

DISPUTE RESOLUTION. CONSULTANT IS ADVISED THAT THIS AGREEMENT REQUIRES CERTAIN DISPUTES BE RESOLVED BY ARBITRATION, AS MORE SPECIFICALLY SET FORTH IN SECTION 21 HEREIN.

This General Agreement for Consultant Services ("Agreement") is entered into by and between [Insert Lennar Builder's Name], a _____, located at [Insert Lennar Builder's Address], ("Builder") and [Insert Consultant's Name], a _____, located at [Insert Consultant's Address] ("Consultant") and shall govern any and all services performed by Consultant with regard to the Services (defined below) described in Exhibit "A," and any future engagements between Consultant and Builder, to be added to this Agreement from time to time. Builder and Consultant are individually or collectively referred to as a "Party" or the "Parties." Builder and Consultant hereby agree as follows:

1. General Description of Services. The services to be performed by Consultant ("Services") are described in the Summary Sheet attached as Exhibit "A," which specifies the development project with respect to which Services are to be performed ("Project"); the exact nature and type of Services required; the compensation to be paid for such Services; the manner of payment of Consultant's Compensation; the specific time periods or dates upon which Services must be completed, including without limitation, start up and completion dates, dates of inspections, conferences or meetings; and any other additional information deemed necessary by Builder. A more detailed description of Consultant's Scope of Work is attached hereto as Exhibit "B." The Project is located on property titled in the name of the United States of America in trust for the benefit and use of the Seminole Tribe of Florida, a Federally Recognized Indian Tribe Under 25 U.S.C. §476 (herein referred to as "STOF"). Consultant agrees, warrants, and represents that it shall perform such Services required hereunder in accordance with the terms of this Agreement and, in connection therewith, shall render its professional opinions and advice and exercise its professional judgment commensurate with the best and highest standards of care and practice for licensed consultants performing similar services on projects of like size, scope and complexity located in the metropolitan area described on Exhibit A hereto (the "Standard of Care").

2. Addition/Modification of Services. The Services are not subject to modification or addition unless Consultant obtains a written approval of the modification/addition signed by Builder ("Change Order"). The contents of a written Change Order shall include at a minimum all of the following: (a) a description of the particular modification/addition to the Services; (b) the amount of any change in Consultant's Compensation (as defined below) resulting from the modification/addition; (c) any revisions in commencement, completion or delivery dates, if any, resulting from the modification; and (d) Builder's dated signature. Consultant shall not perform any modification/addition to the Services or incur any "Reimbursable Expenses" (as defined herein) with respect to such modification/addition until Consultant obtains a signed Change Order for such modification/addition. Notwithstanding the foregoing, a deductive Change Order by Builder shall be effective upon signature by Builder and delivery to Consultant.

3. Term of Agreement. The term of this Agreement shall commence on the date this Agreement and Exhibit "A" are executed by Consultant and Builder, and shall continue in effect until the date ("Termination Date") which is the first to occur of the following: (a) the date on which performance of the Services has been completed in accordance with this Agreement, or (b) the tenth (10th) calendar day after Consultant receives a written notice from Builder ("Termination Notice") terminating this Agreement, which termination may be with or without cause. If Builder terminates this Agreement without cause, Consultant shall be paid for all Services rendered in accordance with the terms of this Agreement up to the Termination Date.

4. Compensation. With the exception of the "Reimbursable Expenses" described below, and except as otherwise provided in any Change Order signed by Builder, Consultant shall be compensated ("Consultant's Compensation") on the basis specified in Exhibit "A." Except as otherwise provided in Exhibit "A" or any Change Order signed by Builder, Consultant's Compensation shall be paid monthly. If Consultant's compensation is determined on an hourly basis, then monthly payments shall be based on the number of consulting hours provided by Consultant for that month, times the specified hourly rate. Consultant shall provide Builder's accounting personnel with documentation, acceptable to Builder, reflecting the number of consulting hours or other relevant billing information for any month, which information shall be provided in a manner and at times specified by Builder from time to time. Consultant acknowledges and agrees that Consultant's failure to provide time and billing information, including lien waivers and releases as requested by Builder, in a prompt manner and in the form required by Builder may result in a delay in the payment of Consultant's Compensation and Consultant agrees that Builder shall have no liability or responsibility to Consultant for such delays in payment of Consultant's Compensation. Further, Consultant acknowledges that Builder utilizes the SupplyPro® scheduling system. Consultant agrees to subscribe to and to utilize SupplyPro® to send, receive and respond to notices and documents, and to use the same to initiate requests for payment. All costs of subscribing to, utilizing, and maintaining SupplyPro® for the Consultant shall be borne by Consultant. Consultant shall keep the Project free and clear of any liens, debt, or bond claims of any kind whatsoever related to Consultant's Services, except to the extent the same arise from failure of Builder to pay undisputed sums owed to Consultant ("Lien or Bond Claim"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Consultant shall, at Builder's sole election, immediately settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the lien claimant, or provide a statutory bond acceptable to Builder that will bond around or discharge such Lien or Bond Claim. Should Consultant fail to do so within two (2) business days, in addition to all.

other rights, Builder may, without additional notice to Consultant, (A) settle, bond or discharge the Lien or Bond Claim in any manner Builder deems appropriate, and charge the costs thereof to Consultant, and/or (B) withhold further payments to Consultant under this Agreement or otherwise until Consultant has complied with its obligations herein. Nothing contained in the Agreement (except for lien waivers duly signed and acknowledged) shall restrict or limit Consultant's statutory right to file and record liens or stop notices for non-payment, if any, and notwithstanding any provision to the contrary, Consultant may take all steps reasonably necessary to preserve its lien and bond rights as permitted by law.

AT BUILDER'S ELECTION, CONSULTANT AGREES TO BE PAID ELECTRONICALLY BY BUILDER, EITHER THROUGH ITS ePAYABLES PROGRAM IF CONSULTANT CURRENTLY HAS A MERCHANT ID OR THE ACH CREDIT PROGRAM. WITH RESPECT TO THE ePAYABLES PROGRAM, CONSULTANT AGREES TO ENROLL IN BUILDER'S ePAYABLES PROGRAM, A GHOST CREDIT CARD PROGRAM OFFERED THROUGH BANK OF AMERICA OR ANY OTHER PROVIDER SELECTED BY BUILDER, AND TO ACCEPT PAYMENT FROM BUILDER THROUGH SUCH PROGRAM. CONSULTANT FURTHER AGREES THAT IT WILL NOT CHARGE BACK OR PASS THROUGH TO BUILDER ANY MISCELLANEOUS AND/OR CONVENIENCE FEES AS A RESULT OF ACCEPTING PAYMENTS VIA THIS METHOD. WITH RESPECT TO THE ACH PROGRAM, CONSULTANT AGREES TO ENROLL USING THE ACH CREDIT PROGRAM OFFERED THROUGH WESTERN UNION, OR ANY OTHER PROVIDER SELECTED BY BUILDER, AND TO ACCEPT PAYMENT FROM BUILDER VIA ACH CREDITS TO THE CONSULTANT'S BANK ACCOUNT INDICATED BY CONSULTANT ON THE WESTERN UNION SITE.

5. Reimbursable Costs. In addition to Consultant's Compensation, Builder shall reimburse Consultant the actual cost of reasonable expenses incurred by Consultant, solely in connection with Consultant's performance of the Services, which expenses are authorized by Builder herein or in any Change Order signed by Builder ("Reimbursable Expenses"). Consultant shall provide to Builder an itemization of all Reimbursable Expenses in the time and in the manner specified in Exhibit "A" or the applicable Change Order signed by Builder. Such itemization shall include supporting receipts and invoices if requested by Builder. Reimbursable Expenses shall include reasonable costs of food, travel, lodging, supplies, materials, publications and other items authorized by Builder in Exhibit "A" or the applicable Change Order signed by Builder, provided such costs or expenses are incurred by Consultant solely in performance of the Services. Consultant shall advise Builder, in writing, prior to incurring any expense or cost which would result in Consultant exceeding the amount specified for such line item expense or cost, or otherwise exceeding the amount of Reimbursable Expenses authorized in the aggregate as set forth in Exhibit "A" or the applicable Change Order signed by Builder ("Extraordinary Reimbursable Expenses"). Consultant shall only be reimbursed for Extraordinary Reimbursable Expenses if authorized in writing by Builder.

6. INDEPENDENT CONTRACTOR STATUS. IN PROVIDING THE SERVICES, CONSULTANT IS ACTING AS AN INDEPENDENT CONTRACTOR AND THIS AGREEMENT IS NOT INTENDED TO, NOR DOES IT, CREATE ANY EMPLOYER-EMPLOYEE RELATIONSHIP, NOR SHALL IT BE CONSTRUED AS CREATING ANY JOINT VENTURE OR PARTNERSHIP BETWEEN BUILDER AND CONSULTANT. CONSULTANT IS SOLELY RESPONSIBLE FOR, AND SHALL

TAKE ALL NECESSARY ACTIONS FOR, DIRECTING, CONTROLLING AND SUPERVISING ITS EMPLOYEES, AND PERFORMING ALL ADMINISTRATIVE FUNCTIONS FOR ITS EMPLOYEES, INCLUDING SUPPLYING WORKERS' COMPENSATION INSURANCE AND PROVIDING NECESSARY FACILITIES, SAFETY EQUIPMENT, TOOLS AND MATERIALS.

7. Tax Reporting. Consultant shall be responsible for all applicable federal, state and other taxes related to Consultant's Compensation and Builder shall not withhold or pay any such taxes on behalf of Consultant, including, without limitation, federal, state and other local income taxes and social security. Since Consultant is acting solely as an independent contractor under this Agreement, Consultant shall not be entitled to insurance, incentive pay, or other benefits normally provided by Builder to its employees.

8. Ownership of Work Product; Builder's Works.

8.1 Work Product. It is understood and agreed that any product, including but not limited to reports, studies, letters, maps, diagrams, drawings, plans, schematics, investigations, permits, applications, materials, publications, supplies or other items of any kind prepared by Consultant in the course of performing the Services ("Work Product") are for the sole and exclusive use of Builder or STOF, and that Builder or STOF shall be deemed to be the sole and exclusive owners of all the intellectual property rights thereto. Upon payment by Builder of all undisputed fees and costs, all rights, title, and interest in and to the intellectual property rights to the Work Product, including but not limited to the copyrights thereto, shall be assigned to and shall be the sole property of Builder or STOF and, upon termination of this Agreement, all of such Work Product (not previously delivered to Builder), shall be delivered to Builder on behalf of STOF. Any additional changes or modifications to the Work Product shall likewise become the sole property of STOF. Consultant represents that it is the sole owner of the Work Product copyrights and that the agent signing this Agreement on behalf of Consultant is authorized to transfer exclusive copyright ownership to Builder or STOF. Consultant further represents that the Work Product is an original creation for Builder or STOF. Any modification to, or reuse of, the Work Product, other than in connection with the Project, by Builder or STOF without the written consent of Consultant shall be at the sole risk of Builder or STOF as applicable.

8.2 Builder's Works. In the course of Consultant's employment hereunder, Builder may furnish plans, materials, drawings, research, prototypes or other design materials or intellectual property belonging to Builder ("Builder's Works"). Builder's Works and all copyright interests thereto are now and, regardless of any work performed on Builder's Works by Consultant, shall remain the sole property of Builder. Consultant has no legal or copyright interest in all or any portion of Builder's Works, and any interest in them which Consultant may acquire is hereby assigned to Builder. Consultant has no right to use, copy, alter, distribute, or modify Builder's Works after the termination of this Agreement.

8.3 Additional Terms Governing Work Product and Builder's Works. Neither Consultant nor its employees or agents will distribute, copy or otherwise use any of the Work Product or Builder's Works without Builder's express written consent. Consultant will promptly deliver all originals and copies of the Work Product and Builder's Works at the termination of this Agreement or upon Builder's request. As to both the Work Product and Builder's Works,

Builder shall have the right to copy, distribute and utilize such works on an unlimited basis to its divisions and affiliates, in any location, without the payment of any additional fee. Upon request, Consultant will deliver the CAD files (or to the extent they are utilized, the mylars) pertaining to any of the Work Product or Builder's Works.

9. Confidentiality. Consultant acknowledges and understands that all information relating in any way to Builder or its business or affairs, whether written or oral, obtained by Consultant in connection with the Services and any information regarding the nature and extent of the Services ("Confidential Information"), shall, unless otherwise specified by Builder in writing, be deemed confidential. Furthermore, any Work Product created hereunder, or any Builder Works disclosed hereunder, shall be considered Confidential Information. Consultant agrees and acknowledges that the Confidential Information shall at all times be the sole and absolute property of Builder and no license or other rights to the Confidential Information is granted or implied hereby. Consultant further acknowledges and understands that Consultant's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Builder. Therefore, Consultant shall not disclose to any person or entity any Confidential Information unless such disclosure is authorized in writing by Builder. If Consultant discloses or threatens to disclose Confidential Information in violation of its obligations under this Section 9, Builder shall be entitled to temporary or permanent injunctive relief prohibiting the disclosure of such Confidential Information. Consultant may share Confidential Information with subconsultants who are similarly bound by this confidentiality provision. If Consultant is served with any subpoena or other legal process seeking the compelled disclosure of Builder's Confidential Information, Consultant shall notify Builder within twenty-four (24) hours after Consultant's receipt of such legal process. Builder may, in its sole and absolute discretion and at Builder's sole expense, contest the disclosure of such Confidential Information sought under such legal process. Only after a final order of a court of competent jurisdiction requiring the disclosure of such Confidential Information may Consultant disclose such Confidential Information as required by law. This prohibition of disclosure of Confidential Information shall survive the termination of this Agreement. Consultant hereby agrees to indemnify, defend and hold Builder and its affiliates, partners, employees and agents harmless from any and all loss, damage or liability which results from or arises in connection with Consultant's breach of its obligations under this Section 9. Nothing in this section shall be construed to negate, abridge or otherwise reduce any rights of Builder under contract or statute.

10. Exclusive Services. During the term of this Agreement, Consultant agrees to act only as a consultant to Builder in connection with the subject matter of the Services, and Consultant shall not be engaged by or perform Services for any other individual, entity, or group in connection with the subject matter of the Services, without the written approval of Builder.

11. Prohibited Activities.

11.1 Subject to the provisions of Section 16 hereof, neither Consultant nor any Consultant Representative shall, without specific written authorization of Builder:

(a) Commissions. Give or receive any commission, fee, rebate, gift or entertainment of significant cost or value to any person or entity in connection with or as a result of the execution of this Agreement or Consultant's Services provided hereunder;

(b) Business Dealings with Affiliates. Enter into any business arrangement with any partner or employee of Builder, or any affiliate of same other than as a representative of Builder or such affiliate in accordance with this Agreement and with the prior written approval of Builder;

(c) Gratuities. Make any payment or give or promise anything of value, to any government or quasi-government official, including without limitation any officer or employee of any government department, agency, governing body, board, commission, or instrumentality, to influence any decision, including any decision to award a contract, obtain an entitlement, or to gain any other advantage for Builder or Consultant; or

(d) Conflict of Interest. Engage in any employment or enter into any contract or agreement which conflicts with Consultant's obligations under this Agreement, or, either individually or in association with any other individual or entity, acquire property or rights to acquire property; perform services or engage in any activities which will either directly or indirectly conflict or compete with Builder's business(es) or interests.

11.2 Consultant agrees to notify Builder immediately of any violation of this Section 11. In the event of a violation of Subsection 11.1(a) above, Consultant shall pay to Builder any and all amounts received by Consultant or any other individual or entity described above in violation of Subsection 11.1(a), however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Builder may have against Consultant at law, in equity, or under this Agreement, including without limitation, the right to seek punitive damages for such violation.

11.3 Builder shall be entitled to all available remedies at law or in equity for breach of this Section 11, including, but not limited to rescission, actual and/or consequential damages.

Builder's Initials

Consultant's Initials

12. INDEMNIFICATION.

12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT FOR ITS OWN ACTS OR FAILURE TO ACT, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS (\$100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THIS AGREEMENT, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THOSE OF ITS AGENTS, EMPLOYEES, SUPPLIERS, SUBCONSULTANTS, SUBCONTRACTORS AND SUB-SUBCONTRACTORS (INCLUDING THOSE EMPLOYED DIRECTLY OR INDIRECTLY BY SUCH AGENTS, EMPLOYEES, SUPPLIERS, SUBCONSULTANTS, SUBCONTRACTORS AND SUB-SUBCONTRACTORS) (COLLECTIVELY, THE "CONSULTANT

REPRESENTATIVES”), SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS BUILDER, STOF, ALL SUBSIDIARY OR AFFILIATED COMPANIES OF BUILDER OR STOF AND ALL OF SUCH PARTIES’ REPRESENTATIVES, PARTNERS, STOCKHOLDERS, DESIGNEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, AND EMPLOYEES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, AND BUILDER’S LENDER(S) (COLLECTIVELY THE “INDEMNIFIED PARTIES”), FROM ANY AND ALL LOSSES, COSTS, EXPENSES, REASONABLE ATTORNEYS’ FEES AND OTHER COSTS OF DEFENSE INCURRED IN DEFENDING AGAINST ANY CLAIM(S) OR IN ENFORCING THIS INDEMNITY AND DEFENSE OBLIGATION, LIABILITIES, CLAIMS, COURT COSTS, DEMANDS, DEBTS, CAUSES OF ACTION, FINES, JUDGMENTS AND PENALTIES (COLLECTIVELY, “LIABILITY”) WHICH MAY ARISE FROM OR RELATE TO: (A) DEATH OR INJURY TO PEOPLE OR DAMAGE OR INJURY TO PROPERTY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES; (B) THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ANY CONSULTANT REPRESENTATIVE IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES; (C) ANY AND ALL LIENS, STOP NOTICES AND CHARGES OF ANY TYPE, NATURE, KIND OR DESCRIPTION WHICH MAY AT ANY TIME BE FILED OR CLAIMED AGAINST STOF, THE SITE OF THE COMMUNITY OR ANY PORTION THEREOF, OR THE BUILDER OR THE BUILDER’S LENDER (EXCEPT WHEN SUCH LIENS OR STOP NOTICES ARE CAUSED BY BUILDER’S DEFAULT IN ITS OBLIGATION TO PAY CONSULTANT PURSUANT TO THE PROVISIONS OF THIS AGREEMENT) IN CONNECTION WITH PERFORMANCE OF THE SERVICES; (D) ANY CLAIM(S) UNDER WORKERS’ COMPENSATION ACTS, DISABILITY BENEFITS ACTS, AND OTHER EMPLOYEE BENEFIT ACTS, (PROVIDED, HOWEVER, THE INDEMNITY AND DEFENSE OBLIGATION HEREUNDER SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER SUCH ACTS); (E) CONSULTANT’S FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT IN STRICT ACCORDANCE WITH ITS TERMS, INCLUDING CONSULTANT’S BREACH OF ANY REPRESENTATIONS OR COVENANTS GIVEN IN THIS AGREEMENT OR ELSEWHERE BY CONSULTANT; (F) VIOLATION OF ANY LOCAL, STATE OR FEDERAL LAW, REGULATION OR CODE; (G) INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR VIOLATION OF TRADE SECRET OR OTHER PROPRIETARY RIGHT, IN CONNECTION WITH PERFORMANCE OF THE SERVICES; OR (H) THE FAILURE OF CONSULTANT OR CONSULTANT’S REPRESENTATIVES TO PAY IN FULL ALL OBLIGATIONS TO ANY WAGE CLAIMANT, ANY STATE AGENCY, OR ANY EMPLOYEE BENEFIT TRUST FUND.

12.2 IN THE EVENT AN INDEMNIFIED PARTY INCURS LIABILITY BY REASON OF STRICT LIABILITY, OR A SIMILAR LEGAL THEORY, CONSULTANT SHALL, NONETHELESS, INDEMNIFY, PROTECT AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM SUCH PORTION OF SUCH LIABILITY THAT, DIRECTLY OR INDIRECTLY, RELATES TO CONSULTANT OR ONE OR MORE CONSULTANT REPRESENTATIVES OR OTHERS FOR WHOSE NEGLIGENT ACTS THEY MAY BE LIABLE OR ANY OR ALL OF THEM.

PAYMENT TO CONSULTANT BY ANY INDEMNIFIED PARTY SHALL NOT BE A CONDITION PRECEDENT TO ENFORCING SUCH PARTY'S RIGHTS TO INDEMNIFICATION. THE OBLIGATIONS UNDER THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NOTHING IN THIS SECTION 12 SHALL BE CONSTRUED TO NEGATE, ABRIDGE OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY (INCLUDING, WITHOUT LIMITATION, EQUITABLE INDEMNITY) WHICH WOULD OTHERWISE EXIST AS TO THE INDEMNIFIED PARTIES. IN NO EVENT SHALL THIS PROVISION BE INTERPRETED TO PROVIDE INDEMNITY TO A GREATER EXTENT THAN PERMITTED BY GOVERNING LAW.

12.3 CONSULTANT SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNIFIED PARTIES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SELECTED BY BUILDER. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF BUILDER OR ANY INDEMNIFIED PARTY, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONSULTANT OR BUILDER UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONSULTANT IS INDEMNIFYING THE INDEMNIFIED PARTIES FROM ACTS OF NEGLIGENCE OF INDEMNIFIED PARTIES. CONSULTANT EXPRESSLY WAIVES ANY RIGHT OF SUBROGATION THAT IT OR ITS INSURERS MAY HAVE AGAINST THE INDEMNIFIED PARTIES OR ANY OF THEM. THESE INDEMNITY OBLIGATIONS ARE SEPARATE AND DISTINCT FROM CONSULTANT'S OR ITS INSURER'S WAIVER OF SUBROGATION RIGHTS AGAINST THE INDEMNIFIED PARTIES.

12.4 NOTWITHSTANDING THE FOREGOING, CONSULTANT SHALL NOT BE OBLIGATED TO INDEMNIFY AN INDEMNIFIED PARTY TO THE EXTENT SUCH LIABILITY IS DETERMINED BY A COURT OR ARBITER OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY, ITS AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, INDEMNITEES, OTHER INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO SUCH INDEMNIFIED PARTY, OR THIRD PARTIES UNDER THE CONTROL OR SUPERVISION OF SUCH INDEMNIFIED PARTY.

13. Insurance. Neither Consultant nor any of its Consultant Representatives shall commence any Services until such time as Builder has received, reviewed, and approved evidence satisfactory to Builder that all insurance as required in Exhibit "C" has been obtained by such parties and that such insurance is in form and substance satisfactory to Builder. Without

in any way limiting Consultant's obligations under Section 12, Consultant shall, during the term of this Agreement, maintain the policies of insurance required and all insurance certificates and endorsements must be in compliance prior to payment of invoices. However, Builder's failure to receive, review or approve evidence of insurance prior to the commencement of Services shall not be deemed a waiver by Builder of the insurance requirements of the Agreement. Consultant shall also obtain from any such subconsultant, subcontractor, or sub-subcontractor an indemnification in form and substance identical to the indemnity set forth in Section 12 above, with the modification that such indemnity be from the subconsultant, subcontractor or sub-subcontractor for the benefit of the parties designated in Section 12 above.

14. Personal Obligations. Consultant agrees that the nature of the Services and Consultant's obligations hereunder are personal, and that Consultant may, therefore, not assign or delegate its obligations hereunder without the written approval of Builder, which approval Builder may withhold for any reason, whether or not reasonable. Further, to the fullest extent permitted by law, Consultant shall not assign any right or claim for payment from Builder or any right to perfect a lien against the Property to any third person. Any assignment or attempted assignment shall be unenforceable against Builder, and shall be deemed a material default of this Agreement. Builder shall be entitled to delegate its obligations hereunder and assign the benefit of this Agreement, including, without limitation, all rights under Section 8, above. Consultant shall include substantially identical language to this Section in any contract with any subcontractor, sub-subcontractor, subconsultant, or supplier.

15. Maintenance of Records. Consultant agrees that, as a material consideration for Builder entering into this Agreement, Consultant shall maintain adequate accounting and financial records related to Consultant's Compensation and the Reimbursable Expenses with respect to Consultant's providing the Services, and shall retain those financial records for a period of at least five (5) years from the date of completion of the Services or other termination of this Agreement, and to maintain adequate records relating to Consultant's performance of the Services, including copies of all Work Product, and shall retain those professional service records until the later of the expiration of the longest period of limitations for latent construction defects affecting the Project in any manner or one (1) year after the entry of any final, non-appellable judgment of a court of competent jurisdiction, including appellate level courts, with respect to the latest concluded litigation relating to latent construction defects affecting the Project. Builder may audit any and all such records of Consultant and its subcontractors after reasonable written notice.

16. Customer Appreciation Gifts or Events. Because Builder appreciates the efforts of its Consultants and their employees, Builder periodically gives its Consultants and Consultants' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Consultant acknowledges and agrees that Builder's giving such tokens of appreciation to Consultant or Consultant's employees is customary in the industry and does not constitute an attempt to improperly influence Consultant or Consultant's employees and does not and will not give rise to any claims for civil or criminal misconduct. Builder fully understands that as a consequence of accepting any tokens of appreciation from Builder, Consultant or Consultant's employees will be under no obligation to Builder other than those contained in this Agreement. In order to ensure that Consultant is aware of this practice, Consultant expressly agrees that Builder may, *at Builder's sole discretion, without any*

obligation on the part of Builder and without further notice to Consultant, provide similar tokens of appreciation to Consultant or Consultant's employees without the need to obtain additional written or verbal consent from Consultant.

17. Compliance with Law. Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations or orders, including, without limitation, regulations or laws regarding nondiscrimination and equal employment opportunity, affirmative action for handicapped workers, veterans and disabled veterans.

18. Storm Water Compliance. Consultant shall comply with Builder's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit") and Builder's Storm Water Compliance Guidelines ("Guidelines"). Consultant shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any Services that it performs on the Project. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Builder shall be entitled to recover from Consultant all fines, fees, expenses and other penalties assessed by any governmental body due to Consultant's violation of the Permit or its obligations herein. CONSULTANT SPECIFICALLY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BUILDER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF CONSULTANT'S OBLIGATIONS HEREIN TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AS SET FORTH IN SECTION 12 ABOVE. Consultant acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Builder may, without prejudice to any other right or remedy, remove Consultant from the Project, terminate this Agreement, and retain a separate consultant to complete Consultant's obligations arising under this Agreement (the "Completion Consultant").

19. Notices. Any notice, demand or statement required or permitted under this Agreement shall be given in writing either by personal delivery, by telecommunicated facsimile, or by depositing such notice in the United States mail, certified, with return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: **[Insert Consultant Name and Address]**

Attention: _____

Telephone: _____

Fax No: _____

BUILDER: [Insert Lennar Builder Name and Address]

Attention: _____

Telephone: _____

Fax No: _____

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. Each notice, document or other communication required or permitted under this Agreement shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date of transmission with confirmed answer back if by facsimile telecommunication, and (c) if sent by certified mail, two (2) business days following the deposit of such notice in the United States mail in the manner specified above.

20. Severability. If any provision of this Agreement is determined to be invalid or otherwise ineffective, the remaining provisions of this Agreement shall remain in full force and effect.

21. Dispute Resolution. If Builder is involved in or becomes involved in litigation, arbitration, or other alternative dispute resolution procedure ("ADR") with a third party and Builder or any other party joins Consultant as a party to the litigation, arbitration, or other ADR, then the disputes between Builder and Consultant relative to the claims involved in the litigation, arbitration, or other ADR shall be resolved in such litigation, arbitration, or other ADR. In the event that Builder is required, by law or by contract, to resolve a dispute with a third party in litigation, arbitration or other ADR, Consultant agrees to participate in and be bound by such procedure.

In all other circumstances, Builder and Consultant agree to resolve their disputes in a court of law located in the county in which the Project is located. TO THE FULLEST EXTENT PERMITTED BY LAW, BUILDER AND CONSULTANT EACH IRREVOCABLY, UNCONDITIONALLY, KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

In any litigation, arbitration, or other ADR, excluding attorneys' fees and costs that are expressly recoverable by a party elsewhere into this Agreement, if any, and notwithstanding any law allowing the award of same, both Builder and Consultant agree that (i) neither party shall be entitled to recover any attorneys' fees, costs or expenses even if one party is found to be the prevailing party; and (ii) both parties expressly waive their right to recover attorneys' fees as the prevailing party. Both parties warrant they have been represented by counsel in the negotiating and execution of this Agreement.

SHOULD A CLAIM OR CONTROVERSY ARISE BETWEEN BUILDER AND A THIRD PARTY REGARDING SERVICES PERFORMED BY OR THROUGH CONSULTANT, CONSULTANT AGREES TO PARTICIPATE AS A PARTY IN, AND BE BOUND BY, ANY PROCEDURES AND REQUIREMENTS FOR REMEDYING CONSTRUCTION DEFECTS PURSUANT TO ANY RIGHT-TO-REPAIR STATUTE, AS INSTITUTED BY SUCH THIRD PARTY AND ANY SUBSEQUENT MEDIATION

AND ARBITRATION PROCEEDINGS BETWEEN BUILDER AND SUCH THIRD PARTY. CONSULTANT SHALL INCORPORATE PROVISIONS IN ALL AGREEMENTS WITH CONSULTANTS REPRESENTATIVES WITH RESPECT TO THE SERVICES PERFORMED REQUIRING ANY CONSULTANT REPRESENTATIVE TO PARTICIPATE IN, AND BE BOUND BY, SUCH RIGHT TO REPAIR STATUTE PROCEDURES, INCLUDING MEDIATION AND ARBITRATION.

Builder's Initials

Consultant's Initials

22. **Immigration.** Consultant specifically warrants and agrees it: (i) shall not hire or continue to employ aliens not authorized to work in the United States; (ii) has and shall continue to verify the employment documentation specified in the Immigration Act; and (iii) has and shall properly complete and retain the U.S. Citizenship and Immigration Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly, Consultant agrees to defend, indemnify and hold Builder free and harmless from and against any claims or charges asserted or filed against Builder and any judgments, fines, penalties and assessments entered against Builder arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Consultant fail to comply with this Section, Builder shall have the right to rescind this Agreement and/or declare Consultant in default under this Agreement and as a result Builder will be entitled to all direct, indirect, consequential, impact, or other costs, expenses or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Consultant's breach of this Section.

FURTHERMORE, at Builder's sole discretion and as a monetary remedy for such breach, Builder may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Consultant for any work completed but unpaid prior to Consultant's breach.

Builder's Initials

Consultant's Initials

23. **Supervision of Services Onsite at Project.** If Consultant is performing onsite Project Services, Consultant shall maintain competent and sufficient supervision of Consultant Representatives onsite at the Project during all times that Consultant is performing the Services. Consultant Representatives onsite shall be experienced, fully able to communicate with Builder, trained, and knowledgeable as to the Services, and shall have the authority to act for and bind Consultant. Consultant Representatives onsite shall be satisfactory to Builder, and shall not be changed without Builder's written consent. All communications or directions given to the onsite Consultant Representatives shall be as binding as if given to Consultant directly. Consultant shall enforce strict discipline and good order among its Consultant Representatives, and shall not employ any unfit or unskilled person. Consultant shall immediately remove and replace any person deemed unfit or unskilled by Builder. Consultant shall maintain a list of Consultant Representatives performing the Services onsite and shall produce such list to Builder upon request. Consultant shall perform criminal background checks of any Consultant Representative that will perform any portion of the Services onsite, and Consultant shall not allow any registered

sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to perform onsite Services. In performing such background checks, Consultant shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

24. Waiver of Breach. Waiver by either Party of any breach by the other Party of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach, nor excuse any other breach of this Agreement by either Party.

25. Time References. Any reference in this Agreement to time for the performance of obligations or to elapsed time shall mean consecutive calendar days, months or years, as applicable, unless otherwise expressly indicated herein. Time is of the essence of this Agreement.

26. Trademark. Neither Consultant nor Builder will use each other's name, logo or trademarks in any fashion without the express written consent of each other. Builder expressly reserves the right to approve, in advance, its name being placed on a list of representative clients for distribution by Consultant.

27. Entire Agreement; Miscellaneous. This Agreement (including each Change Order executed by the Parties) constitutes the entire Agreement between the Parties and shall supersede all other oral or written agreements between the Parties, respecting the subject matter of this Agreement. This Agreement may only be modified or amended by written instrument executed by both Parties. This Agreement shall be governed by the laws of the State where the Project is located and shall be construed as if it were prepared jointly by the Parties. In the event of a conflict between the terms of this Agreement and the provisions of any exhibit hereto, the terms of this Agreement shall control.

28. Waiver. To the extent damages are covered by property insurance during construction, the Consultant waives all rights against Builder and its consultants, agents and employees for damages.

29. Binding of Subcontractors. The Consultant and Builder shall be mutually bound by the terms of this Agreement and Consultants shall cause any of Consultant's subconsultants, subcontractors, sub-subcontractors, or suppliers to assume toward the Builder all obligations and responsibilities of the Consultant under this Agreement to the extent applicable to their scope of work. Further, the Consultant shall specifically include in any such contracts with subcontractors, sub-subcontractors, suppliers or consultants a provision which allows the Builder the benefit of all rights, remedies and redress against the subcontractors, sub-subcontractors, suppliers or consultants that the Builder has against the Consultant herein. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern. The provisions to which the Consultant shall require the subcontractors, sub-subcontractors, suppliers or consultants to be bound, include, but are not limited to the alternative dispute resolution requirements, warranty requirements, insurance requirements, indemnity requirements and ownership of documents requirements of this Agreement.

30. Cooperation by Consultant. While this Agreement is in effect and after termination thereof (whether the Agreement expires on its own terms, is terminated pursuant to

Section 3 thereof, or otherwise), Consultant agrees to reasonably cooperate with Builder to resolve any and all disputes and/or to effectuate any and all transactions with third parties, including, without limitation, Sub-consultants, regulatory bodies, governmental entities, and home purchasers, related to work performed by Consultant pursuant to this Agreement. Consultant agrees reasonable cooperation includes, without limitation: (i) promptly responding to Builder's inquiries related to such dispute or transaction, (ii) promptly providing all due diligence and/or other documents requested by Builder that is available to or in the control of Consultant, and (iii) promptly executing all documents necessary to resolve such dispute or effectuate such transaction as requested by Builder. The terms and obligations contained in this Section 30 shall survive the expiration and/or termination of this Agreement.

31. Authority. By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

32. Counterparts. This Agreement may be executed in counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

33. No Liability of STOF. Consultant acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary: (i) STOF shall have no liability under this Agreement, express or implied, for any obligations of Builder to Consultant, notwithstanding any provision of this Agreement including, but not limited to, that STOF is an additional insured on Consultant's insurance policies, that the Project is on STOF tribal land, that STOF may pay Builder pursuant to a separate agreement for the work performed by Consultant, that STOF is entitled to be assigned the Work Product and that certain indemnities by Consultant run in favor of STOF; (ii) STOF is not a party to this Agreement and Contractor shall have no recourse against STOF for any default hereunder by Builder; and (iii) STOF has not submitted to, and this Agreement is not intended to subject STOF or its tribal lands to, the jurisdiction of the State of Florida or its courts or administrative bodies.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUILDER"

{Insert Lennar Builder Name Here}

a _____

By: _____

Name: _____

Title: _____

"CONSULTANT"

{Insert Consultant Name Here}

a _____

By: _____

Name: _____

Title: _____

Federal ID No.: _____

State License No.: _____

EXHIBIT "A"
SUMMARY SHEET

Consultant:
Contract No.:
Project Location:
Metropolitan Area:
Date of Consultant Agreement:
Re: (Fill in Scope of Services Here)

Compensation for services is as follows:

Professional Services: \$0.00
Reimbursable Expenses: \$0.00

Total Compensation for Services: \$ _____

FEE SUMMARY:

Compensation for Services:

☐ Hourly @ \$0.00 per hour

☐ Other: Total compensation for this project shall not exceed a maximum of \$0.00 for Professional Services and \$0.00 for Reimbursable Expenses without the express written consent of Builder.

Manner of Payment of Compensation:

☐ Monthly
☐ Other

Time Periods:

Date for Commencement of Services:

Date for Completion of Services:

Other (Dates of meetings, inspections, deadlines, etc.): N/A

Submission of Invoices for Time & Reimbursable Expenses: Paid within 30 days of date of receipt of complete invoicing package.

Submit to: _____

Extraordinary Reimbursable Expenses: \$0.00 for any single expense or group of related expenses
☐ Other:

Insurance Policy Limits:

☐ As specified in Agreement

☐ Other specified below

Comprehensive General Liability: per occurrence

Automobile: per person,
per occurrence/bodily injury, and
per occurrence/property damage

Errors & Omissions/
Professional Liability For all claims during policy year

Miscellaneous: Please reference contract number _____ and include professional services, and reimbursable expenses, with backup on all invoices when submitting for payment. CGL policy shall expressly name STOF as an additional insured and shall contain a waiver of subrogation.

EXHIBIT "B"

B-1

EXHIBIT F

Permit Package Requirements

Residential shall mean Single Family, Duplex, and/or Townhouse building types.

- Non-Residential shall mean Multi-Family, Commercial, and/or Industrial building types.

Contractor Licensing (Contractors and Sub-Contractors)

- Filled out Contractor's registration form (see attached)
- Proof (copy) of applicable valid Contractors license
- Proof of applicable liability and workers compensation insurance (Seminole Tribe of Florida additional insured)

Residential Building Permit checklist:

- Filled out Building Permit Application (see attached) Permit and Sub Permits are correctly filled out (including email address), signed and notarized. Two (2) sets of plans (signed and sealed by a professional) must accompany the application.
- Proof of applicable Seminole Tribal Historic Preservation Office THPO clearance
- Proof of applicable Environmental Resource Management Department (ERMD) clearance
- Two copies of the Survey and when necessary a "plot" or "site" plan showing the area in which work will be done. Elevation Certificates after lowest floor is completed AND at Final C.O.
- Energy Calculation forms and heating/cooling load calculations.
- Two copies of all necessary Product Approvals. These include but are not limited to all roofing materials, exterior windows and doors, sheds, shutter, awnings, trusses, skylights etc.



SEMINOLE TRIBE OF FLORIDA
TRIBAL INSPECTOR' DEPARTMENT
6363 TAFT ST. SUITE 308
HOLLYWOOD, FL. 33024
OFFICE: (954) 894-1080 FAX: (954) 989-1571
EMAIL: BUILDINGDEPT@SEMTRIBE.COM

BUILDING PERMIT APPLICATION

MASTER PERMIT NO.: _____ IF APPLICABLE APPLICATION DATE RECEIVED: _____ INTEROFFICE USE ONLY

PROJECT LOCATION INFORMATION:

RESERVATION: ☐ HOLLYWOOD ☐ BIG CYPRESS ☐ BRIGHTON ☐ TAMPA ☐ TRAIL
☐ IMMOKALEE ☐ FORT PIERCE ☐ LAKE LAND ☐ COCONUT CREEK

OWNER'S NAME: _____

JOB SITE ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PROJECT NAME: _____

STOF CONTACT NAME REQUIRED: _____

PRESENT USE: _____

PROPOSED USED: _____

ARCHITECT/ENGINEER'S NAME: _____

LICENSE NO.: _____

ADDRESS: _____

CITY/STATE: _____

ZIP: _____

TEL: _____

EMAIL: _____

TYPE OF PROPERTY: ☐ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL ☐ STRUCTURAL
SELECT TRADE: ☐ BUILDING ☐ ELECTRICAL ☐ MECHANICAL ☐ PLUMBING ☐ ROOFING ☐ FIRE
☐ POOL ☐ CHANGE OF CONTRACTOR / ARCHITECT / ENGINEER ☐ OTHER: _____

TYPE OF IMPROVEMENT: ☐ NEW ☐ REPAIR ☐ ADDITION ☐ ALTERATION ☐ DEMOLITION ☐ REVISION ☐ OTHER

DETAILED SCOPE OF WORK: _____

SQUARE FEET: _____

CONSTRUCTION TYPE: _____

JOB VALUATION: _____

FBC IN EFFECT: _____

LINEAL FEET: _____

OCCUPANCY GROUP: _____

OCCUPANCY LOAD: _____

WIND SPEED: _____

FOR ALL PERMIT APPLICANTS:

APPLICATION IS HEREBY MADE TO OBTAIN A PERMIT TO DO WORK AND INSTALLATIONS AS INDICATED. BY SIGNING THE APPLICATION, I CERTIFY THAT ALL PROVIDED INFORMATION IS ACCURATE AND WORK WILL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION UNDER THE SEMINOLE TRIBE OF FLORIDA. I UNDERSTAND THAT THIS APPLICATION PERTAINS ONLY TO THE WORK DESCRIBED HEREIN, AND THAT IF ADDITIONAL WORK IS TO BE PERFORMED BEYOND THAT DESCRIPTION, A SEPARATE PERMIT MAY BE REQUIRED.

ADDITIONALLY, FOR WORK TO BE DONE BY OWNER:

I/WE HEREBY SUBMIT THIS APPLICATION TO DO WORK "BY OWNER" WITHOUT THE ASSISTANCE OR EMPLOYMENT OF A CONTRACTOR, AND WILL BE COMPLETELY RESPONSIBLE FOR ALL WORK AND CLEANUP ASSOCIATED WITH THE ABOVE DESCRIPTION OF WORK.

I CERTIFY THAT ALL THE FORGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION.

☐ PRIMARY CONTRACTOR ☐ BY OWNER ☐ F.S. 489.103

LICENSE /CERTIFICATE OF COMPETENCY: _____

COMPANY: _____

QUALIFIER NAME: _____

ADDRESS: _____

CITY/STATE: _____

ZIP: _____

QUALIFIER TEL: _____

FAX: _____

EMAIL: _____

CONTACT NAME: _____

CONTACT TEL: _____

QUALIFIER SIGNATURE: _____

SWORN BEFORE ME THIS _____

DAY OF _____

20 _____

NOTARY PUBLIC: _____

ALL FIELDS MUST BE COMPLETED OR N/A

ELECTRICAL SUB-CONTRACTOR / APPLICANT INFORMATION:

LICENSE No.: _____

NAME: _____ QUALIFIER NAME: _____
ADDRESS: _____ CITY/STATE: _____ ZIP: _____
QUALIFIER TEL.: _____ FAX: _____ EMAIL: _____
CONTACT NAME: _____ CONTACT TEL.: _____
QUALIFIER SIGNATURE: _____
SWORN BEFORE ME THIS _____ DAY OF _____ 20 _____ NOTARY PUBLIC: _____
SCOPE OF WORK: _____

MECHANICAL SUB-CONTRACTOR / APPLICANT INFORMATION:

LICENSE No.: _____

NAME: _____ QUALIFIER NAME: _____
ADDRESS: _____ CITY/STATE: _____ ZIP: _____
QUALIFIER TEL.: _____ FAX: _____ EMAIL: _____
CONTACT NAME: _____ CONTACT TEL.: _____
QUALIFIER SIGNATURE: _____
SWORN BEFORE ME THIS _____ DAY OF _____ 20 _____ NOTARY PUBLIC: _____
SCOPE OF WORK: _____

PLUMBING SUB-CONTRACTOR / APPLICANT INFORMATION:

LICENSE No.: _____

NAME: _____ QUALIFIER NAME: _____
ADDRESS: _____ CITY/STATE: _____ ZIP: _____
QUALIFIER TEL.: _____ FAX: _____ EMAIL: _____
CONTACT NAME: _____ CONTACT TEL.: _____
QUALIFIER SIGNATURE: _____
SWORN BEFORE ME THIS _____ DAY OF _____ 20 _____ NOTARY PUBLIC: _____
SCOPE OF WORK: _____

ROOF SUB-CONTRACTOR / APPLICANT INFORMATION:

LICENSE No.: _____

NAME: _____ QUALIFIER NAME: _____
ADDRESS: _____ CITY/STATE: _____ ZIP: _____
QUALIFIER TEL.: _____ FAX: _____ EMAIL: _____
CONTACT NAME: _____ CONTACT TEL.: _____
QUALIFIER SIGNATURE: _____
SWORN BEFORE ME THIS _____ DAY OF _____ 20 _____ NOTARY PUBLIC: _____
SCOPE OF WORK: _____

OTHER SUB-CONTRACTOR SPECIALTY _____ / APPLICANT INFORMATION:

LICENSE No.: _____

NAME: _____ QUALIFIER NAME: _____
ADDRESS: _____ CITY/STATE: _____ ZIP: _____
QUALIFIER TEL.: _____ FAX: _____ EMAIL: _____
CONTACT NAME: _____ CONTACT TEL.: _____
QUALIFIER SIGNATURE: _____
SWORN BEFORE ME THIS _____ DAY OF _____ 20 _____ NOTARY PUBLIC: _____
SCOPE OF WORK: _____

ALL FIELDS MUST BE COMPLETED OR N/A

SEMINOLE TRIBE OF FLORIDA

DAVID BURGUEÑO
Building Official Director
Tribal Inspector's Office
6363 Taft Street, Suite 308
Hollywood, Florida 33024
T: (954) 894-1080 Ext.
10912
F: (954) 989-1571



MARCELLUS W. OSCEOLA, JR., Chairman
MITCHELL CYPRESS, Vice Chairman
ANDREW J. BOWERS, JR., Brighton Councilman
CHRISTOPHER OSCEOLA, Hollywood Councilman
MANUEL M. TIGER, Big Cypress Councilman
LAVONNE ROSE, Secretary
PETER A. HAHN, Treasurer

CONTRACTOR'S REGISTRATION

Please print clearly

Company Name: _____
(as it appears on the State license)

Company Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone:() _____ Business Fax No:() _____

Contact Name: _____ Email: _____

Qualifier's Name: _____

PLEASE SUBMIT A COPY OF THE FOLLOWING

STATE OR COUNTY LICENSE /CERTIFICATION
GENERAL LIABILITY
WORKERS COMPENSATION

The certificate must name **The Seminole Tribe of Florida Inspectors Department, 6363 Taft St., suite 308, Hollywood, FL 33024** as the certificate holder and as additional insured. The additional insured needs to be included in the description box on the certificate and also by separate endorsement.

EXHIBIT G

Lennar Pool Home Confirmation Notice

EXHIBIT H

Form of Member Home Purchase Agreement

EXHIBIT "B"

B-1

EXHIBIT I

Description of Mable T Property



Map Legend

- Streets
- ▬ Reservation Boundary
- ▭ Mabel T Frank Housing Area

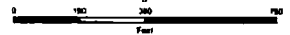
2017 Aerial Imagery



Big Cypress Reservation

Exhibit I

Tribal Residential Lands



Date: 8/16/2017 Created By: [unclear]
 Path: \\C:\GIS\New File Structure\GIS\Map Data\BigCypress\MapData\Map11_13_MRF_900_Export.mxd

This information appears on this map as provided by the Big Cypress Tribe and is for informational purposes only. Map information is based on the accuracy of the data provided and is not guaranteed. Any discrepancies should be reported to the Executive Director of the Big Cypress Tribe.



===== PROPERTY LINE
===== RIGHT-OF-WAY LINE



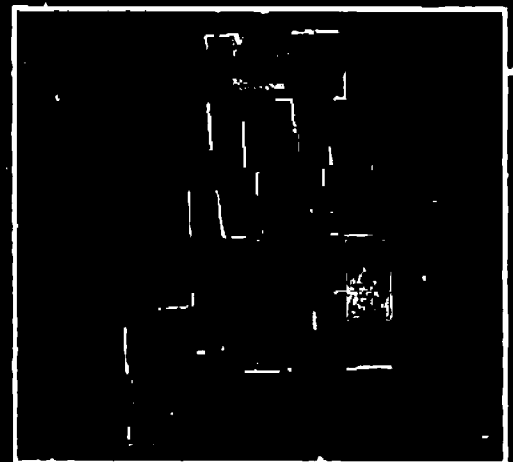
 <p>CFL COMMERCIAL FILM & PHOTOGRAPHY, INC. 1000 N. 10TH ST. SUITE 100 DENVER, CO 80202 (303) 733-1111</p>	<p>MABEL T. FRANK (PUD) 1000 N. 10TH ST. SUITE 100 DENVER, CO 80202 BIG CYPRESS PRESERVATION</p>		<table border="1"> <tr> <td>NO DATE BY</td> <td>BY</td> <td>DATE</td> <td>REVISIONS</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>1</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>2</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>3</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>4</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>5</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>6</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>7</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>8</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>9</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>10</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> <td>10/1/00</td> <td>11</td> </tr> <tr> <td>10/1/00</td> <td>10/1/00</td> 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EXHIBIT J


Description of Seminole Park Property



Location Map

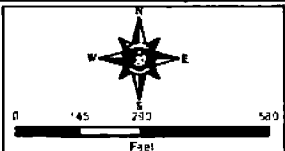


Map Legend

- Streets
 Future Residential Area
 Reservation Boundary
 2018 Aerial Imagery



Hollywood Reservation
Exhibit J
Tribal Residential Lands



LOTS No. 19-26
LOTS No. 55-75



RESIDENCES BUILT BY LENNAR
LOTS No. 1-18 (SINGLE FAMILY)
LOTS No. 27-54 (SINGLE FAMILY)

NOTES

1. FOR ALL RECAPITULATIVE CASES, REFERENCE TO SUBJECT'S PHOTOGRAPHS OBTAINED ON COMPLETION SERIES FOR REVIEW AND APPROVAL.

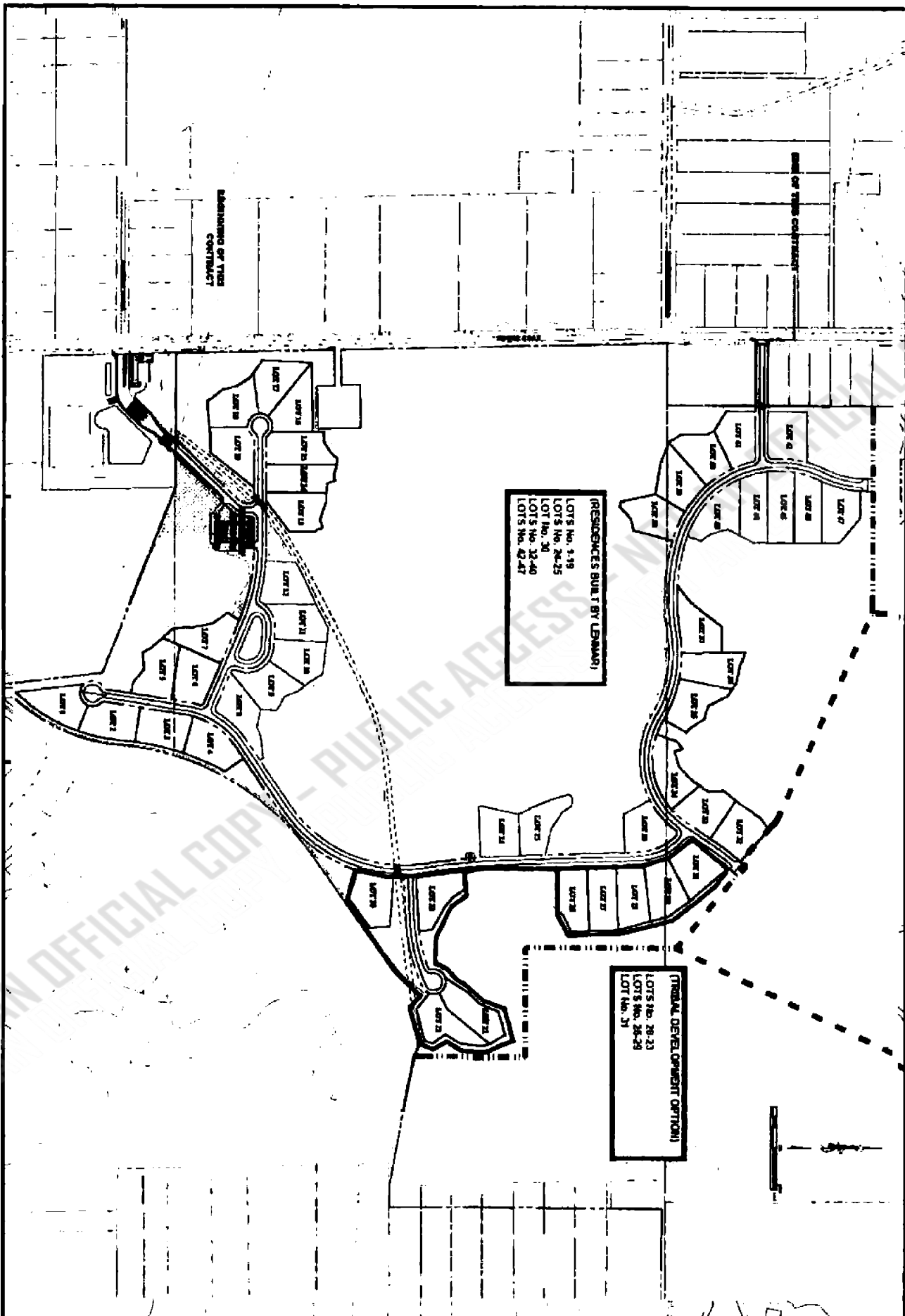


The two men have consistently expressed their
 faith in Father, P.J. on 12/17/80 among a
 signature.
 Father's beliefs of the deceased are not
 signed and dated and the signature used by
 the deceased's mother.
 P.J. 12/17/80

EXHIBIT K

Description of Lakeland Property

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		PHASE I SEMINOLE TRIBE OF FLORIDA LAKE LAND TRUST INFRASTRUCTURE DEVELOPMENT			NO DATE BY CKO	REVISIONS
		PLAN KEY SHEET				
SCALE 1" = 40'	DATE 01/11/2011	DRAWN BY JAC	CHECKED BY JAC	DESIGNED BY JAC	APPROVED BY JAC	REVISIONS

EXHIBIT L

Insurance

Builder shall procure and maintain the following insurance coverages:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

2. Commercial Auto Coverage:

Automobile Liability coverage in the amount of \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) with limits as follows:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

The policy must include:

- a) An Additional Insured Endorsement naming as additional insured:
"Seminole Tribe of Florida" together with Waiver of Subrogation Endorsement.
- b) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Other Requirements:

- a) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII.
- b) Certificates of Insurance will be provided upon written request from STOF.

ACTIVE 39952159v35

AMENDMENT NO. 1

This is Amendment No. 1 to the Community Development Agreement (“CDA”) effective as of September 10, 2019, the last date of the CDA signature page, between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123, (hereinafter the “Tribe”) and LENNAR HOMES, LLC, a Florida limited liability company (hereinafter “Lennar”), which CDA is attached hereto as Attachment A, and by this reference incorporated herein. Terms not otherwise defined herein shall have the meaning described to them in the CDA.

RECITALS

WHEREAS, the Tribal Council of the Seminole Tribe of Florida approved the CDA by Tribal Council Resolution No. C-557-19 adopted on August 23, 2019 titled: “APPROVAL OF THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY”.

WHEREAS, the CDA includes a provision that the Tribe has the Tribal Development Option to reserve certain lots in the following communities for its own development as listed below or to designate and release the lots for construction of homes by Lennar Homes, LLC (hereinafter “Lennar”) through a Community Commencement Notice:

Mabel T. Property, Lots 33-49 (total 17)
 Seminole Park, Lots 19-26, and 55-75 (total 29)
 Lakeland Property, Lots 20-23, 26-29, and 31 (total 9); and

WHEREAS, the Tribal Community Development Department of the Tribe subsequently determined that it was in the best interest of the Tribe and its Tribal members to exercise the Tribal Development Option to designate and release the above lots, and on or about May 6, 2020, the authorized representative of Lennar acknowledged and accepted the Community Commencement Notice which included the stipulation that the Tribe continues to reserve the right to construct homes for its members upon subsequent timely notice to Lennar, in the event such need shall arrive; and

WHEREAS, the Tribal Community Development Department has determined the need for housing development for the Flowing Well property on the Brighton Seminole Indian Reservation consisting of sixty-nine (69) lots. Thirty-nine (39) of the lots will be designated for Tribal Lease Pool Homes; and

NOW THEREFORE, the Tribe and Lennar hereby agree that the CDA shall be amended as follows:

1. Article X, Initial Communities, of the CDA shall be amended to add **Section 10.05** as follows:

Section 10.05 Flowing Well Property. The Tribal Residential Lands include, without limitation, land known the “**Flowing Well Property**” consisting of sixty-nine (69) lots described on **Exhibit 1A**, within the Brighton Seminole Indian Reservation. Builder shall build on the Flowing Well Property thirty-nine (39) homes on the lots designated as “Lease Pool Homes By Lennar”, and 30 homes designated as Residences by Lennar” on

Exhibit 1A with the Tribe retaining the Tribal Development Option In Section 10.04 of the CDA. Lennar shall be the Infrastructure Party for the Flowing Well Property.


Amendment No. 1 and Exhibit 1A attached hereto shall be incorporated into the CDA and made a part thereof.


All other terms and conditions of the CDA, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the CDA to be executed by their duly authorized representatives on the respective dates set forth below at the Hollywood Seminole Indian Reservation, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA,
A federally recognized Indian Tribe Under
25 U.S.C. §5123

LENNAR HOMES, LLC,
a Florida limited liability company

By: 
Name: Marcellus W. Osceola, Jr.
Title: Chairman
Date: 6/10/20

By: 
Name: Jim BUEHLER
Title: V.P.
Date: 6/15/20

Witnesses:

Signature

Print Name

Signature

Print Name

11 REV Lennar Homes, CDA draft Amend 1.docx

Amendment #1
Community Development Agreement
Lennar Homes, LLC

COMMUNITY DEVELOPMENT AGREEMENT

THIS COMMUNITY DEVELOPMENT AGREEMENT (the "Agreement") is made on _____, 2019 (the "Effective Date") by LENNAR HOMES, LLC, a Florida limited liability company ("Builder") and the SEMINOLE TRIBE OF FLORIDA, a federally-recognized American Indian tribe ("STOF").

A. STOF is the beneficial owner of the tribal lands in the State of Florida known as the Hollywood, Big Cypress, Brighton and Immokalee Reservations as well as the Lakeland and Ft. Pierce Trust lands (collectively, "Tribal Lands") further described on Exhibit A.

B. Builder is a wholly-owned subsidiary of Lennar Corporation, a publicly traded company based in Miami, Florida, and is an experienced land developer and homebuilder.

C. The Tribal Lands include the land described on Exhibit B, which STOF believes is suitable for residential development as of the Effective Date (the "Tribal Residential Lands"), and which STOF wishes to develop into communities for the benefit of members of STOF ("Members"), including some homes which will be offered to Members for rental, and other homes which will be conveyed to Members (each, a "Home").

D. STOF has established certain procedures for determining which of its Members are qualified to rent or to acquire Homes ("Qualification Procedures").

E. STOF and Builder wish to collaborate to meet STOF's desire to develop residential communities. Accordingly, STOF and Builder wish to enter into this Agreement to facilitate Builder's development of such communities, on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, STOF and Builder agree as follows:

ARTICLE I RECITALS

The foregoing recitals are correct and are incorporated into this Agreement.

ARTICLE II REPRESENTATIONS

Section 2.01 STOF. STOF represents and warrants to Builder as follows. All representations in this Agreement shall be true and correct on the Effective Date and at all times throughout the Term of this Agreement, as defined in Article III.

(A) Tribal Lands Suitable for Residential Development. The Tribal Residential Lands are suitable for residential development as of the Effective Date.

(B) Development. All Tribal Lands designated as Tribal Residential Land are controlled by STOF in a manner that allows development with no need for further authorization other than the Approvals, as defined in Section 6.02.

(C) Authority. The execution, delivery and performance by STOF of this Agreement and the obligations contained herein, including the waiver of sovereign immunity, have been duly authorized by all necessary Tribal governmental and other action, and do not require any consent or approval not heretofore obtained of any Tribal officer or Tribal body. The resolution which serves as evidence of the Tribe's approval and waiver of sovereign immunity is attached as Exhibit C (the "Resolution").

(D) Execution. The person executing this Agreement on behalf of STOF has the lawful right, power, authority and capacity to bind STOF to the terms hereof and consummate the transactions contemplated by this Agreement.

Section 2.02 Builder. Builder represents and warrants to STOF as follows: All representations in this Agreement shall be true and correct on the Effective Date and at all times throughout the Term of this Agreement.

(A) Authority. Builder has obtained all consents and authority required to enter into this Agreement and perform its obligations under this Agreement.

(B) Execution. The person executing this Agreement on behalf of Builder has the lawful right, power, authority and capacity to bind Builder to the terms hereof and consummate the transactions contemplated by this Agreement.

(C) Financial Ability. Builder has the financial ability to perform under this Agreement without obtaining mortgage financing.

ARTICLE III

TERM

Section 3.01 Term. The term of this Agreement shall be five (5) years from the Effective Date (the "Term"), or such later date as is set forth in any Community Commencement Notice, as defined in Article V.

Section 3.02 STOF Termination Right for Convenience

(A) Provided there does not then exist any uncured STOF's Default, as defined in Section 3.02, STOF shall have the right, from time to time, to terminate this Agreement for convenience at any time, upon thirty (30) days' advance written notice (an "Early Termination Notice") to Builder. Such termination may be given with respect to this Agreement as a whole, to any individual Community, as defined in Article V, or to multiple Communities; provided, however, that if STOF has previously issued a Community Commencement Notice for one of the Communities described in an Early Termination Notice, then STOF shall pay to Builder all Builder Costs, as defined in Section 3.02(B), incurred by Builder with respect to the specific Community or Communities which is/are the subject of the Community Commencement Notice through the date of the Early Termination Notice, plus, if work on Homes (as opposed to Infrastructure) in a Community identified in the Early Termination Notice has then commenced, an early termination fee equal to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each such Community that is the subject of the Early Termination Notice where work on Homes has so commenced ("Early Termination Fee"). Such payment shall be made within thirty (30)

days after STOF's receipt of Builder's written demand, which shall be accompanied by an accounting of all Builder Costs and reasonable documentation with respect thereto.

(B) The term "**Builder Costs**" shall mean all costs incurred by Builder with respect to this Agreement, if this Agreement is terminated as a whole, or with respect to the applicable Community, if this Agreement is terminated as to an individual Community. Builder Costs shall consist of reasonably documented hard and soft development costs (if Builder is the Infrastructure Party, as defined in Article V), hard and soft construction costs, and sales and marketing costs.

(C) Upon STOF's issuance of an Early Termination Notice:

(i) STOF shall assume all liability with respect to the applicable Community Homes and/or Community Infrastructure not completed by Builder, and shall indemnify Builder with respect thereto.

(ii) STOF, not Builder, shall issue any warranty with respect to such Community Homes completed by STOF.

(iii) STOF and Builder shall cooperate with respect to the transfer of any permits applicable to the Community Homes or Community Infrastructure, as applicable, to STOF or another builder engaged by STOF.

(iv) Upon receipt of the Builder Costs and Early Termination Fee, Builder shall provide to STOF all drawings, plans and other materials (collectively, the "**Plans**") for construction of the Community Homes, as defined in Section 6.01, in the applicable Community, and for infrastructure development of the applicable Community if Builder is the Infrastructure Party, on the following terms and conditions:

(a) STOF shall have a license to use the Plans only with respect to such Community and only with respect to those Community Homes where Builder has commenced vertical construction or where there is a Member Home Purchase Agreement, as defined in Section 9.01(B), in effect.

(b) Builder shall have no liability with respect to the Plans, and STOF's use of the Plans shall constitute a release of Builder from all liability with respect thereto.

ARTICLE IV

EXCLUSIVE BUILDER

During the Term, Builder shall be the exclusive builder engaged by STOF to develop residential communities and build Homes on those portions of the Tribal Lands which are described in any Community Commencement Notice, and STOF shall not engage in a direct relationship with any other homebuilder for the development of communities and/or the construction of Homes within the Tribal Lands described in such Community Commencement Notice (the "**Exclusivity Provision**"). The Exclusivity Provision shall not apply to (i) a builder

of a custom home contracted directly by an individual Member or (ii) the Homes in a Community with respect to which an Early Termination Notice has been issued

ARTICLE V COMMUNITIES

STOF is in the process of long-range planning of the residential development of the Tribal Residential Lands. As STOF makes such plans, STOF shall identify portions of the Tribal Residential Lands for development in accordance with this Agreement (each, a "Community"), by providing written notice to Builder, accompanied by a sketch and legal description of the applicable portion of the Tribal Residential Land (each, a "Community Commencement Notice"). Each Community Commencement Notice shall identify which party (STOF or Builder) is to plan, construct, and install the Community Infrastructure (the "Infrastructure Party").

ARTICLE VI LAND DEVELOPMENT

Section 6.01 Community Planning. After Builder's receipt of each Community Commencement Notice, STOF and Builder shall collaborate in good faith to agree on (A) the number and types of Homes to be built in such Community (the "Community Homes"), (B) the site improvements for the Community, to include, without limitation, grading, water, sewer, drainage, landscaping, amenities, signage, and road improvements necessary with respect to such Community (the "Community Infrastructure"), (C) the site plan and budget containing the projected costs for completion of such Community Infrastructure (the "Community Infrastructure Documents") and (D) the number of model Community Homes and speculative ("spec") Community Homes to be built in such Community.

Section 6.02 Approvals. After the parties have agreed on the Community Infrastructure Documents, the Infrastructure Party shall use commercially reasonable efforts to obtain all Approvals with respect thereto. The term "Approvals" shall mean all final, non-appealable approvals, permits, agreements and consents from all applicable government authorities and/or from STOF, for the applicable Community Infrastructure, with all appeal periods expired and no appeals having been filed, so that upon Infrastructure Party's obtaining all Approvals for the applicable Community, Infrastructure Party will be able to install the Community Infrastructure, Builder will be able to build the Community Homes, and upon completion of construction, Builder will be able to obtain all certificates as are necessary to occupy each of the Community Homes. If Builder is the Infrastructure Party, then STOF shall cooperate with and shall not impede in any way Builder's efforts to obtain the Approvals, including facilitating the approval of STOF Tribal authorities and other applicable governmental authorities, and executing, within thirty (30) days after Builder's written request, all documents which are required to be executed by STOF in its capacity as the owner of the Community. If Builder is the Infrastructure Party and after all Approvals are received there are any increases to the previously approved budgets for costs of materials, then the parties shall use good faith efforts to adjust such budgets

Section 6.03 Consultants. If Builder is the Infrastructure Party, then Builder shall select all consultants, engineers, planners, and such other experts as are necessary for the development of the applicable Community (each, a "Consultant"), subject to the approval of STOF, which shall not be unreasonably withheld, and subject to STOF's right to terminate a Consultant upon thirty (30) days' advance notice to Builder. STOF has approved the Consultants listed on Exhibit D. Builder shall enter into all contracts with Consultants (each, a "Consultant Contract"), but STOF shall be solely responsible for the payment of all amounts due to any Consultants. STOF has approved the form of Consultant Contract attached as Exhibit E. Builder shall manage the Consultants such that the Consultants complete all studies and plans, including but not limited to civil engineering plans for paving, drainage, water, and sewer systems, landscaping, photometrics, and the like, as needed to complete the Community Infrastructure.

Section 6.04 Construction. After receipt of all Approvals and execution of all Consultant Contracts, the Infrastructure Party shall diligently pursue the construction of the Community Infrastructure.

Section 6.05 Utility Services. STOF will provide electric, water, sewer, internet, cable, telephone, and all other utility service to each Community, at no cost to Builder. On behalf of STOF, Builder shall manage the design and installation of the foregoing if needed.

Section 6.06 Cultural Resources. All Tribal Lands described in any Community Commencement Notice shall have first been surveyed and determined by STOF to be free of cultural resources and artifacts, or STOF shall have determined that treatment of any such items present on that portion of the Tribal Land has been agreed by all governmental bodies with authority to do so. Notwithstanding the foregoing, if any cultural resources or artifacts are discovered during the development of a Community, Builder will promptly notify STOF of such findings and shall immediately cease development of the infrastructure (if Builder is the Infrastructure Party) or construction of the Community Homes affected by the cultural resource or artifact. Thereafter, STOF will diligently investigate such findings, and STOF and Builder shall work together in good faith to promptly resume construction in a manner which protects such cultural resources and artifacts.

ARTICLE VII

COST REIMBURSEMENT AND MANAGEMENT FEE FOR INFRASTRUCTURE

Section 7.01 Costs of Infrastructure. STOF shall be responsible for all costs to design, install, and construct all of the Community Infrastructure. If Builder is the Infrastructure Party, then Builder shall manage the construction process for the Community Infrastructure, including selection of contractors, bidding, preparing, and entering into all applicable contract documents (each, a "Construction Contract").

Section 7.02 Reimbursement Procedure. If Builder is the Infrastructure Party, then Builder will sign the Construction Contracts; however, STOF shall be responsible for the costs to design, install, and construct the Community Infrastructure. Builder may advance money to cover such costs, and shall have the right to periodic reimbursements from STOF upon written request ("Reimbursement Requests"), but not more often than once per month, for all amounts incurred by Builder to complete the Community Infrastructure, plus the Management Fee, as

Defined in Section 7.03 (the "Reimbursement Amount"). Each Reimbursement Request shall include typical affidavits, lien releases, inspection approval, and other reasonable back-up documentation. Builder shall deliver the Reimbursement Requests to STOF, and such Reimbursement Requests shall include the calculation of the applicable Reimbursement Amount and Management Fee, together with a copy of the subject draw request, if any, from the applicable Consultants and Contractors, and supporting documents including invoices and lien releases (as and if applicable) from all Consultants, Contractors, and payees from the date of the previous Reimbursement Request (except as to the first Reimbursement Request) through the date of the current Reimbursement Request.

Section 7.03 Management Fee. If Builder is the Infrastructure Party, then the management fee to Builder (the "Management Fee") shall be equal to five percent (5%) of the total costs of construction of the Community Infrastructure.

Section 7.04 Timely Payment. The Reimbursement Amount set forth in each Reimbursement Request shall be paid to Builder within thirty (30) days after delivery to STOF, unless STOF provides detailed written objections within such thirty (30) day period. In the event of such dispute (a "Reimbursement Dispute"), the parties shall work together in good faith to resolve the Reimbursement Dispute. If the parties are unable to resolve a Reimbursement Dispute within a further ten (10) day period, then the parties shall proceed to mediation in accordance with Section 17.04. In addition to all other remedies of Builder hereunder, any Reimbursement Amount not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due to the date paid.

ARTICLE VIII HOME CONSTRUCTION

Section 8.01 Home Types. Prior to the Infrastructure Party's commencement of the Community Infrastructure Documents, Builder shall provide to STOF a list setting forth the types of Homes to be constructed in the applicable Community (the "Home Types") and preliminary proposed sales prices of each Home Type. The Home Types shall be selected from the wide assortment of Builder's then-current home plan library for homes within the State of Florida, and shall include one handicapped-accessible model. Builder shall not be required to design new or unique Home Types for any Community, except for a change to certain material specifications, such as metal roofs and impact windows. STOF shall have the right to approve the proposed Home Types in its reasonable discretion.

Section 8.02 Price List. At least thirty (30) days prior to opening a Community for sales, Builder shall provide to STOF the final proposed prices of the Community Homes and the prices of available options (the "Price List"), which prices shall be generally in accordance with the preliminary proposed prices, subject to documented adjustments for then-current costs. The prices set forth in the Price List shall be subject to periodic escalation for unsold Homes based on documented increases in the cost of materials after the date of the Price List, provided that prices shall not increase for any Home during the term of any Member Home Purchase Agreement. For the purposes of this Section 8.02, Lease Pool Homes, as defined in Section 8.05, are considered in-be-sold Homes.

Section 8.03 Permitting Process With respect to each Home, Builder shall submit to STOF's housing department a standard permit package which will include the items listed on Exhibit F, and STOF shall expedite the issuance of a building permit and any other required permits. After receipt of a building permit, Builder will diligently pursue construction and completion of the applicable Home.

Section 8.04 Model Homes and Spec Homes After installation of the Community Infrastructure, Builder shall commence construction of the number of model Homes and spec Homes in the applicable Community, as set forth in the Community Infrastructure Documents. The model Homes shall be Lease Pool Homes, provided that the Closing for any model Homes shall take place on the date on which the Closing occurs with respect to the last Home in the subject Community which is not a model. STOF will have the opportunity to designate any upgrades and / or options to be incorporated into the model from the options provided by Builder within the subject Community. STOF shall pay for the cost of furnishings and décor for the model. Builder shall make the model Homes available to Members from time to time to enable Members to meet with their lenders to review and sign applicable loan documentation.

Section 8.05 Lease Pool Homes and Member Homes In connection with the issuance of each Community Commencement Notice, STOF shall state the number of Homes to be built in such Community that will (A) be purchased by STOF for inclusion in STOF's pool of Homes available for lease by STOF to its Members ("Lease Pool Homes"), or (B) be purchased directly by individual Members ("Member Homes"). STOF may revise the mix of Lease Pool Homes and Member Homes in any Community upon reasonable notice to Builder, provided that if such change results in any increased permitting, planning, or administrative cost, then STOF shall pay such increased cost within thirty (30) days after STOF's receipt of Builder's written demand, which shall be accompanied by an accounting of such increased costs and reasonable documentation with respect thereto.

Section 8.06 Subcontractors Builder shall select all subcontractors as are necessary for the construction of the Homes for each Community (each, a "Subcontractor"), subject to the approval of STOF which shall not be unreasonably withheld, and subject to STOF's right to terminate a Subcontractor upon thirty (30) days' advance notice to Builder. Within thirty (30) days after receiving each Community Commencement Notice, Builder shall provide to STOF a proposed list of contractors for the applicable Community. STOF shall notify Builder within ten (10) business days after receipt of such list if any of the Subcontractors on such list are not acceptable. If STOF fails to timely provide such notice, then the contractors on the list shall be deemed to have been approved by STOF.

Section 8.07 Home Completion Date Upon Builder's completion of construction of each Home, Builder shall send to STOF written certification that such Home is complete (each, a "Completion Notice"). Within seven (7) business days after receipt of a Completion Notice, STOF (with respect to each Lease Pool Home), the individual member (with respect to the applicable Member Home), the Tribal Inspector (as to all Homes) and, if applicable, a representative required by any lender making an insured loan with respect to the Home, shall inspect such Home with Builder, and the parties shall jointly prepare a punch list. Builder shall thereafter correct such punch list items. If STOF, the individual member, Tribal Inspector and the lender representative, as applicable, do not inspect within such seven (7) business day period,

then the Home shall be deemed complete. The Tribal Inspector shall issue a certificate of occupancy or equivalent certification of completeness of such Home. The "Home Completion Date" shall be the earlier of the following: (a) the date on which the Home is deemed complete, or (b) the date of the last of the inspections by STOF, the individual member, Tribal Inspector and the lender representative, as applicable (including the correction of all punch list items). Notwithstanding the foregoing, if the insured loan program pursuant to which a lender is providing financing for the purchase of the Home permits more than seven (7) business days to inspect, such lender's representative shall be afforded such reasonable additional time as permitted under the loan program.

Section 8.08 Indian Preference. STOF supports Indian preference with regard to the submittal of bids for construction projects by firms that are at least 51% owned by Members, if the respective firm is qualified with regard to the project requirements. Accordingly, Builder agrees to afford the opportunity to those qualified Members who meet the applicable project requirements to bid for direct work to be performed as a subcontractor, and to enter into subcontracts on the same terms and conditions as other subcontractors of Builder for the project. As used herein, "qualified" means that a Member or member-owned firm can provide goods or services at competitive prices, has demonstrated skills and abilities to perform the task to be undertaken in a timely and acceptable manner, and can meet the application, licensing, and insurance requirements.

ARTICLE IX CLOSINGS

Section 9.01 Closing. Each of the conveyances described in this Section is referred to herein as a "Closing."

(A) Closings for Lease Pool Homes. Promptly after the issuance of each Community Commencement Notice, Builder and STOF shall execute a confirmation notice in the form attached as Exhibit G (each, a "Lease Pool Home Confirmation Notice") which shall set forth the applicable lot number, price, Home model, and options. Within five (5) business days after the Home Completion Date of a Lease Pool Home, the following shall occur: (i) Builder shall convey to STOF via bill of sale the Lease Pool Home and any personal property included with the Lease Pool Home, (ii) Builder shall provide to STOF a Home warranty consistent with the warranty then provided by Builder to its customers outside Tribal Lands within the State of Florida, (iii) Builder shall provide to STOF all manufacturer's warranties and operating manuals, (iv) if changes have occurred from the original permitted plans, then Builder shall provide to STOF a set of modified plans; and (v) STOF shall pay to Builder the amount due for the Lease Pool Home as set forth on the Price List in effect on the date the Lease Pool Home Confirmation Notice is executed.

(B) Closings for Member Homes. Builder shall market the Member Homes for occupancy only by Members who have qualified in accordance with the Qualification Procedures. STOF shall provide Builder with a list of Members who have satisfied the Qualification Procedures for the acquisition of a Member Home, as well as contact information for such Members. Builder shall enter into agreements with Members in the form attached as Exhibit H (each, a "Member Home Purchase Agreement") which shall provide, among other

things, that within five (5) business days after the Home Completion Date of a Member Home, the following shall occur: (i) STOF and the Member shall enter into a homesite lease in accordance with STOF procedures; (ii) Builder shall convey to the Member via bill of sale the Member Home and any personal property included with the Member Home; (iii) Builder shall provide to the Member a Home warranty consistent with the warranty then provided by Builder to its customers outside Tribal Lands within the State of Florida; (iv) Builder shall provide to the Member all manufacturer's warranties and operating manuals; (v) if changes have occurred from the original permitted plans, then Builder shall provide to the Member a set of modified plans; (vi) the Member shall pay to Builder the amount due as set forth in the Member Home Purchase Agreement; and (vii) to the extent that a Member obtains a loan to finance the amount due, Builder and STOF will comply with the provisions of any applicable insured loan program, provided there is no cost to Builder.

(C) Closings for Unacquired Member Homes. Builder will provide to STOF a monthly report of the status of sales of all Member Homes. If any Member Home is not conveyed to a Member pursuant to Section 9.01(B) for any reason or no reason (other than a Builder's Default, as defined in Section 13.01) ("Unacquired Member Home"), then such Unacquired Member Home shall be treated as a Lease Pool Home, and STOF shall be obligated to acquire such Unacquired Member Home pursuant to Section 9.01(A) within one hundred eighty (180) days after the Home Completion Date of such Unacquired Member Home. The price to be paid for such Unacquired Member Home shall be as set forth on the Price List in effect on the Home Completion Date, plus the costs of any options or similar costs included in the Home, plus interest on such price at the rate of twelve percent (12%) per annum, from the thirty first (31st) day after the Home Completion Date through the date of Closing ("Unacquired Member Home Interest"); provided, however, if the Unacquired Member Home was the subject of a Member Home Purchase Agreement where the member then failed to timely close, if STOF purchases such Unacquired Member Home within thirty (30) days of the Home Completion Date, the purchase price shall be the purchase price set forth in the Member Home Purchase Agreement and any and all deposits paid by or on behalf of the Member and received by Builder shall be credited to STOF at closing. Notwithstanding the foregoing, STOF's obligation to acquire the Unacquired Member Home shall terminate if (i) a Member enters into a Member Home Purchase Agreement for the acquisition of an Unacquired Member Home, (ii) the Member Home Purchase Agreement includes the payment to Builder of the Unacquired Member Home Interest, and (iii) the closing under such Member Home Purchase Agreement occurs within one hundred eighty (180) days after the Home Completion Date of such Unacquired Member Home.

Section 9.02 Carrying Costs. If Builder is delayed in the construction of any Home due to actions of STOF, including a delay under Section 6.06 (but as to a delay under Section 6.06, only to the extent same continues beyond thirty (30) days), then Builder shall so notify STOF, and STOF will reimburse Builder for carrying costs incurred by Builder during such applicable period of delay, at the rate of twelve percent (12%) per annum on all Builder Costs incurred, starting on the date on which Builder notifies STOF in writing of such delay (or on the 31st day after such notice as to a delay under Section 6.06). Such payment shall be made within thirty (30) days after STOF's receipt of Builder's written demand, which shall be accompanied by an accounting of all Builder Costs and reasonable documentation with respect thereto.

ARTICLE X INITIAL COMMUNITIES

Section 10.01 Mable T Property. The Tribal Residential Lands include, without limitation, the land known as the "**Mable T Property**" described on **Exhibit I**, within the Big Cypress Reservation. This Agreement shall constitute the Community Commencement Notice for the Mable T Property. Builder shall build on the Mable T Property thirty-two (32) Lease Pool Homes on the lots designated "Residences By Lennar" on **Exhibit I**. STOF shall be the Infrastructure Party for the Mable T Property.

Section 10.02 Seminole Park. The Tribal Residential Lands include, without limitation, the land known as the "**Seminole Park Property**" described on **Exhibit J**, within the Hollywood Reservation. This Agreement shall constitute the Community Commencement Notice for the Seminole Park Property. Builder shall build on the Seminole Park Property forty-six (46) Member Homes on the lots designated "Residences Built By Lennar" on **Exhibit J**. STOF shall be the Infrastructure Party for the Seminole Park Property.

Section 10.03 Lakeland Property. The Tribal Residential Lands include, without limitation, the land known as the "**Lakeland Property**" described on **Exhibit K**, within the Lakeland Trust lands. This Agreement shall constitute the Community Commencement Notice for the Lakeland Property. Builder shall build on the Lakeland Property thirty-seven (37) Member Homes on the lots designated "Residences Built By Lennar" on **Exhibit K**. STOF shall be the Infrastructure Party for the Lakeland Property.

Section 10.04 Tribal Development Option. Exhibits I, J and K specifically designate certain lots as "Tribal Development Option" which lots (hereinafter referred to as the "**TDO Lots**") are in addition to the lots designated for Builder as described in Sections 10.01, 10.02 and 10.03. STOF alone shall have the right to construct homes for its Members on the TDO Lots. Unless a Community Commencement Notice expressly includes a designation releasing some or all of the TDO Lots from this right of STOF, the issuance of a Community Commencement Notice (including, but not limited to, those set forth in Sections 10.01, 10.02 and 10.03 set forth hereinabove), shall not be deemed to grant Builder any right to build Homes upon the TDO Lots. From time to time, STOF may, but shall not be obligated to, provide written notice to Builder specifying certain TDO Lots which are released from this restriction in order that Builder may construct Homes thereon. This right reserved to STOF with respect to TDO Lots shall apply to each Community included in this Agreement for which there are TDO Lots set forth on the site plan exhibit which shall accompany the Community Commencement Notice.

ARTICLE XI COMMUNITY OPERATION

Builder shall develop the land and sell Homes in each Community in a manner similar to the operation of Builder's communities outside Tribal Lands within the State of Florida. There shall be no homeowners' or similar association in any Community unless STOF requires same, in which case the formation and operation of such association shall be at STOF's sole cost and

responsibility. In the absence of any association, all Community maintenance and operation costs shall be at STOF's sole cost and responsibility, and Builder will cooperate with the same.

ARTICLE XII

FORCE MAJEURE

If the performance by either party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, governmental delay or other matter beyond the control of such party, without such party's fault or negligence, then the deadline for completion of such obligation shall be extended by a like number of days. The foregoing shall not apply to any obligation to pay money due hereunder.

ARTICLE XIII

DEFAULT, REMEDIES, AND MEDIATION

Section 13.01 Builder's Default. In the event of any default by Builder ("Builder's Default"), STOF shall be entitled to terminate this Agreement. In the event of such termination, Builder shall assign to STOF, to the extent assignable and without any representation or warranty, all rights of Builder under the Approvals and under any plans, Consultant Contracts, Construction Contracts, and Member Home Purchase Agreements, such that STOF will be able to complete all Homes then under Construction. Alternatively, STOF shall have the right to require Builder to complete all Homes then under construction pursuant to the terms of this Agreement; upon completion and Closing of said Homes, this Agreement shall terminate and neither party shall have any further liability hereunder.

Section 13.02 STOF's Default. In the event of any default by STOF ("STOF's Default"), Builder shall be entitled to terminate this Agreement and be fully reimbursed for all costs and expenses incurred through the date of termination, and to all remedies available at law or in equity, including without limitation, specific performance, injunctive relief and damages.

Section 13.03 Notice and Cure. Builder shall take no action with respect to a STOF's Default, and STOF shall take no action with respect to a Builder's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within the applicable cure period. The cure period shall be (A) five (5) business days with respect to a failure by either party to perform its obligations with respect to a Closing, (B) two (2) business days with respect to STOF's execution of documents requested in connection with the Approval process in accordance with Section 6.02, (C) two (2) business days with respect to STOF's failure to pay a Reimbursement Amount, or (D) thirty (30) days with respect to all other obligations.

Section 13.04 Mediation

(A) Nothing contained in this Agreement shall be deemed or construed to constitute consent on the part of STOF or Builder to arbitrate any matter or dispute, and nothing contained herein shall be deemed or construed to constitute an obligation or intent on the part of STOF or Builder to arbitrate any matter or dispute whatsoever.

(B) This Agreement shall be governed by the laws of the State of Florida and by such laws of the United States of America as are applicable. Except as otherwise noted below, by referring to federal law and the laws of the State of Florida, this Agreement is not intended to, and does not: (i) incorporate any administrative or other dispute resolution procedure contained therein; (ii) subject SIOF, Builder, or the Tribal Residential Lands to the jurisdiction of the State of Florida or its courts or administrative bodies; or (iii) grant the State of Florida jurisdiction over this Agreement. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be resolved in the manner set forth below.

(C) The parties shall first attempt to resolve any controversy or claim arising out of or relating to this Agreement, or the alleged breach thereof, by negotiating in good faith for a period not to exceed thirty (30) days with each other with a view toward resolving their dispute voluntarily. If the voluntary efforts of the parties at direct negotiations fail, the parties shall then submit the dispute to mediation, as set forth below.

(D) Such mediation shall take place within sixty (60) days after the failure of voluntary negotiations between the parties. Under no circumstances will the mediation operate as a waiver of tribal sovereign immunity. Mediation may be initiated by either party upon ten (10) days' written notice to the other party. All mediation proceedings shall be held at the Administrative Offices of SIOF within the confines of Broward County in the State of Florida. Selection of the Mediator shall be subject to the mutual agreement of the parties. In the alternative, the Mediator shall be selected by a neutral third party. The Mediator shall be Board Certified in Construction law or a former member of the Florida judiciary with background in construction cases. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any later litigation or other proceeding. The Mediator is authorized to end the mediation whenever further efforts at mediation would not reasonably contribute to a resolution of the dispute between the parties. A written report of the mediation process will not be prepared by the Mediator. There shall be no record, electronic or otherwise, of the mediation proceeding. The Mediator's fee or time charge rate will be established at the time of selection or appointment. The expenses of witnesses for either side, if any, shall be paid by the party providing such witnesses. All other expenses of the mediation, including required travel and other expenses of the Mediator or the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be shared equally by the parties unless they agree otherwise. Neither party shall institute litigation nor other proceedings while the mediation proceeding is pending; however, a party may withdraw at any time from the mediation proceeding by providing written notice to the mediator and to the other party.

(E) Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (i) the parties have not executed a written settlement agreement within forty-five (45) days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (ii) either party serves on the other party and on the Mediator written

notice of withdrawal from the proceeding. The Mediator shall apply all applicable laws and rules of procedure, if any, in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. In addition to the foregoing and except as noted below, nothing contained herein is intended to constitute a consent or agreement on the part of STOF or Builder to be subject to participate in any legal proceeding to resolve any controversy, claim or dispute arising out of or relating to this Agreement or any alleged breach thereof.

(F) If a dispute cannot be resolved as a result of mediation, then venue shall be proper in the U.S. District Court for the Southern District of Florida, Broward County Division; or the Florida Circuit Court for the 17th Judicial Circuit, both with applicable appellate jurisdiction (hereafter if required).

(G) If either of the parties commences a lawsuit or other legal proceeding against the other party to enforce the provisions of this Agreement or as a result of the other party's alleged breach thereof, the non-prevailing party shall pay the reasonable attorneys' fees and court costs incurred by the prevailing party. If STOF is charged with a breach of this Agreement, and all other conditions precedent to the assertion of a claim or the filing of suit have been fully met, the complaint or charging document filed by Builder shall set forth each and every fact and shall include, by way of attachment, each and every document upon which its allegations of breach are predicated. Each and every factual allegation contained in the complaint or charging document must be verified under oath.

(H) It is understood and agreed that by executing this Agreement, STOF does not waive, limit or modify its sovereignty or its tribal sovereign immunity from suit or from the assertion of any claim against it in any court or tribunal whatsoever unless the Tribal Council of STOF duly enacts an ordinance or a resolution in legal session authorizing a limited waiver of tribal sovereign immunity which conforms, in form and in substance, to the requirements of Tribal Ordinance C-01-95 regarding tribal sovereign immunity. Any limited waiver of the sovereign immunity of STOF shall also be subject to the following.

(i) The limited waiver shall be based solely upon a claim that STOF has materially breached its obligations under the terms and conditions of this agreement.

(ii) The limited waiver may only be asserted by the party in direct privity with STOF. It shall not be assignable.

(iii) The limited waiver shall not be effective unless and until the parties have first exhausted the dispute resolution procedures set forth in this Article XIII. The limited waiver shall be limited to actual damages which have been incurred through the date of any claim asserted. The limited waiver of tribal sovereign immunity shall not pertain to any claim for punitive damages.

ARTICLE XIV INTENTIONALLY OMITTED

ARTICLE XV INDEMNITY

Section 15.01 STOF Indemnities All work undertaken by STOF pursuant to this Agreement, shall be at the sole risk of STOF. STOF shall, to the fullest extent permitted by law, defend all claims through legal counsel reasonably satisfactory to Builder, and indemnify and hold Builder, its members and affiliated companies and each of their agents, employees and representatives (collectively referred to as "**Builder Indemnities**") harmless from and against each and all of the following: any claim, liability, loss, damage, cost, expense, including attorneys' fees, awards, fines or judgments arising out of the negligence or willful misconduct of STOF in performing its obligations hereunder, including without limitation, death or bodily or personal injury to persons, injury or damage to tangible property, including the loss of use therefrom, construction defects, or other loss, damage or expense, regardless of whether it is caused in part by any of the Builder Indemnities; provided, however, STOF shall not be obligated to indemnify the Builder Indemnities with respect to damages which are ultimately determined to be due to the sole negligence or willful misconduct of any of the Builder Indemnities or resulting from defects in design furnished by any of the Builder Indemnities. STOF further hereby indemnifies and holds the Builder Indemnities harmless from all injury, damage, loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from the following:

(A) **Consultant Contracts**. All activities performed by third parties under the Consultant Contracts.

(B) **Hazardous Substances**. Except to the extent introduced by Builder or any subcontractor, the presence of any Hazardous Substances above, below, on, or within the Tribal Lands, and any (i) generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on Tribal Lands, or (b) failure by STOF to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "**Hazardous Substance**" means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statutes, regulations or ordinances may be amended from time to time.

Section 15.02 Builder Indemnities. All work undertaken by Builder pursuant to this Agreement, shall be at the sole risk of Builder. Builder shall, to the fullest extent permitted by law, defend all claims through legal counsel reasonably satisfactory to STOF, and indemnify and hold STOF, its Members and affiliated companies and each of their agents, employees and representatives (collectively referred to as "**STOF Indemnitees**") harmless from and against each and all of the following: any claim, liability, loss, damage, cost, expense, including attorneys' fees, awards, fines or judgments arising out of the negligence or willful misconduct of Builder in performing its obligations hereunder, including without limitation, death or bodily or personal injury to persons, injury or damage to tangible property, including the loss of use therefrom, construction defects, or other loss, damage or expense, regardless of whether it is caused in part by any of the STOF Indemnitees, provided, however, Builder shall not be obligated to indemnify the STOF Indemnitees with respect to damages which are ultimately determined to be due to the sole negligence or willful misconduct of any of the STOF Indemnitees or resulting from defects in design furnished by any of the STOF Indemnitees.

ARTICLE XVI

NOTICE AND ADDRESSES

All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described. All notices shall be addressed to the party being notified, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

STOF: SEMINOLE TRIBE OF FLORIDA
6365 Tall Street, Suite 3008A
Hollywood, Florida 33024
Telephone No.: (954) 966-6300, extension 10912
Attn: Executive Director of Tribal Community
Development
E-Mail: derek.kover@seminoletribe.com

Copy To: SEMINOLE TRIBE OF FLORIDA
6300 Stirling Road
Hollywood, Florida 33024
Telephone No.: (954) 967-3950
Attn: Tribal General Counsel
E-Mail: jimshore@seminoletribe.com

BUILDER: LENNAR HOMES, LLC
99 SE Mizner Boulevard, Suite 120
Boca Raton, Florida 33432
Telephone No.: (561) 998-9200
Attn: Fred B. Rothman, Regional President
E-Mail: fred.rothman@lennar.com

Copy To: LENNAR CORPORATION
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attn: General Counsel
E-Mail: mark.sustanar@Builder.com

Copy To: GREENBERG TRAURIG, P. A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401
Telephone No.: (561) 650-7924
Attn: Laurie L. Gildan
E-Mail: Gildan@GTLaw.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice. The respective attorneys for STOF and Builder are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

ARTICLE XVII **MISCELLANEOUS PROVISIONS.**

Section 17.01 Insurance. Throughout the Term of this Agreement, Builder shall provide insurance as set forth on Exhibit L.

Section 17.02 Amendments. No amendment to this Agreement shall bind any of the parties unless and until such amendment is in writing and executed by Builder and STOF.

Section 17.03 Entire Agreement. This Agreement, together with any exhibits attached, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force or effect.

Section 17.04 Assignment. Neither Builder nor STOF may assign this Agreement, except that Builder shall have the right to assign its rights and/or obligations in this Agreement to any entity controlled by or under common control with Buyer, or to an entity which succeeds to Buyer in any merger or acquisition without recourse, whereupon Buyer shall be released from its obligations hereunder.

Section 17.05 Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only, in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of

this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either STOF or Builder as the drafting party.

Section 17.06 Representations All representations, warranties and covenants set forth herein are material and of the essence to this Agreement.

Section 17.07 Waiver No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 17.08 Severability The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 17.09 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

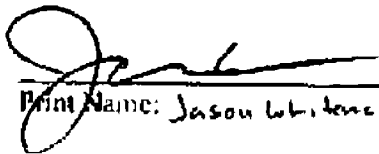
Section 17.10 Radon Gas In compliance with §404.056 Florida Statutes, Builder is hereby made aware of the following: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

Section 17.11 WAIVER OF TRIAL BY JURY BUILDER AND STOF HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUILDER AND STOF. BUILDER AND STOF HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUILDER AND STOF FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE

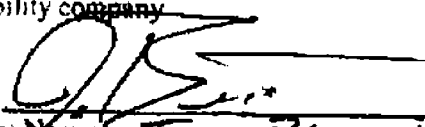
OR AGENT OF BUILDER OR STOP (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUILDER OR STOP OR TO ANY AGENT OR REPRESENTATIVE OF BUILDER OR STOP (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LENNAR HOMES, LLC, a Florida limited liability company

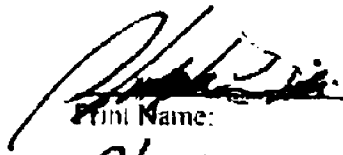

Print Name: Jason Whitman

Print Name: _____

By: 
Print Name: Jean Brouse
Title: VICE PRESIDENT


Date: _____, 2019

WITNESSES:


Print Name: Christopher L. Billie

Print Name: _____

SEMINOLE TRIBE OF FLORIDA

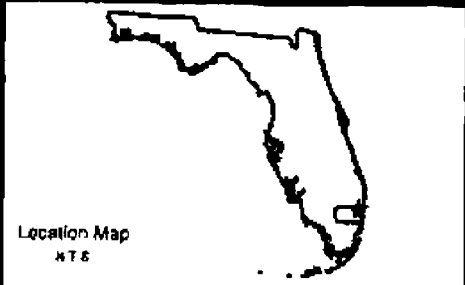
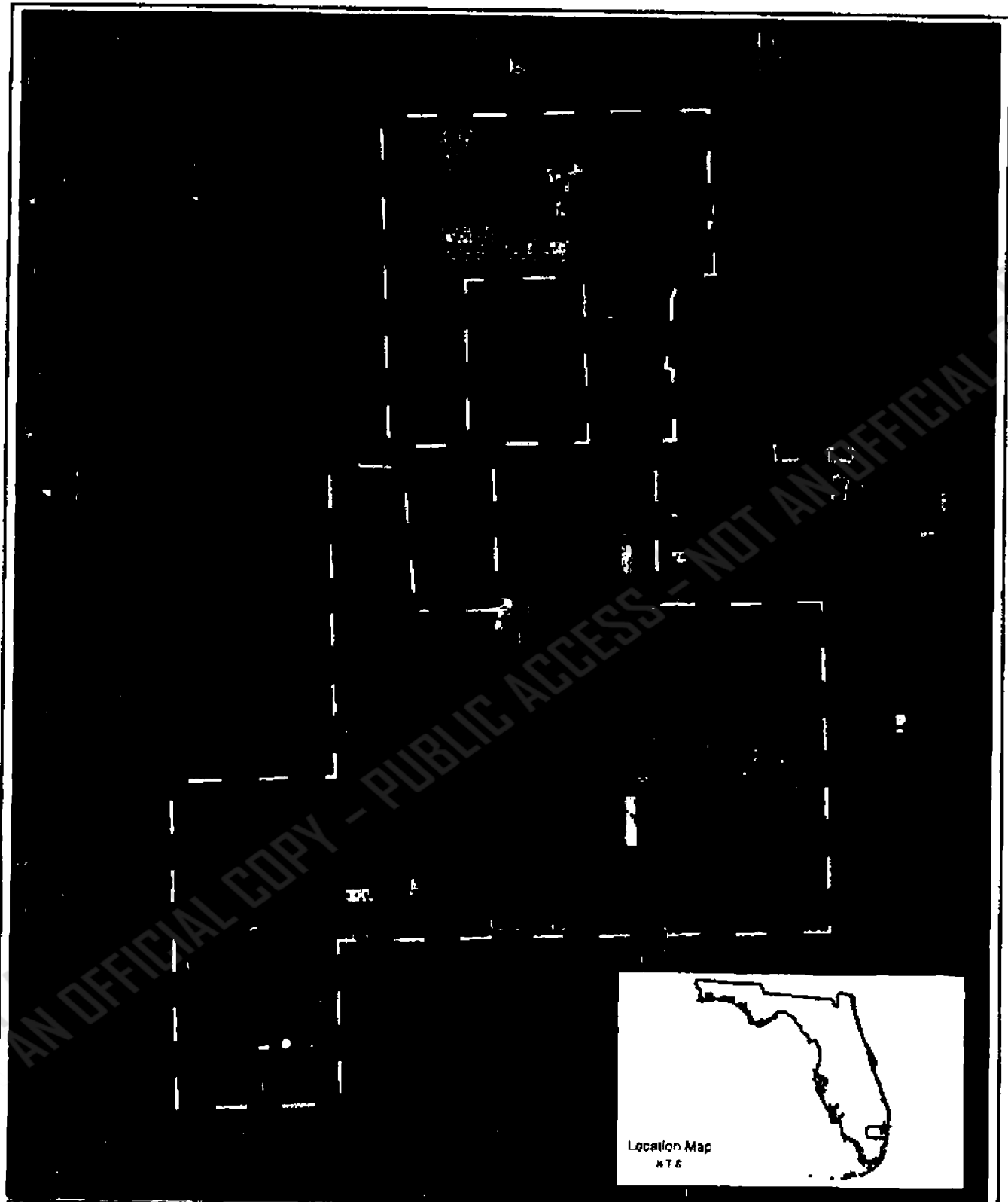
By: 
Print Name: MARCELLUS W. OSCEOLA, JR.
Title: CHAIRMAN

Date: 9/10/19, 2019

EXHIBIT A


Depiction of Tribal Lands

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Location Map
NTS

Map Legend

 Reservation Boundary

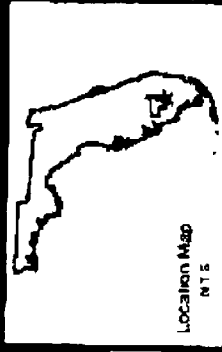
2018 Avesp



Hollywood Reservation Exhibit A



This is a preliminary map and should not be used for legal purposes. It is not a guarantee of accuracy. The information is provided for informational purposes only. The information is not to be used for any other purpose. The information is not to be used for any other purpose. The information is not to be used for any other purpose.



Location Map
N.T.S.



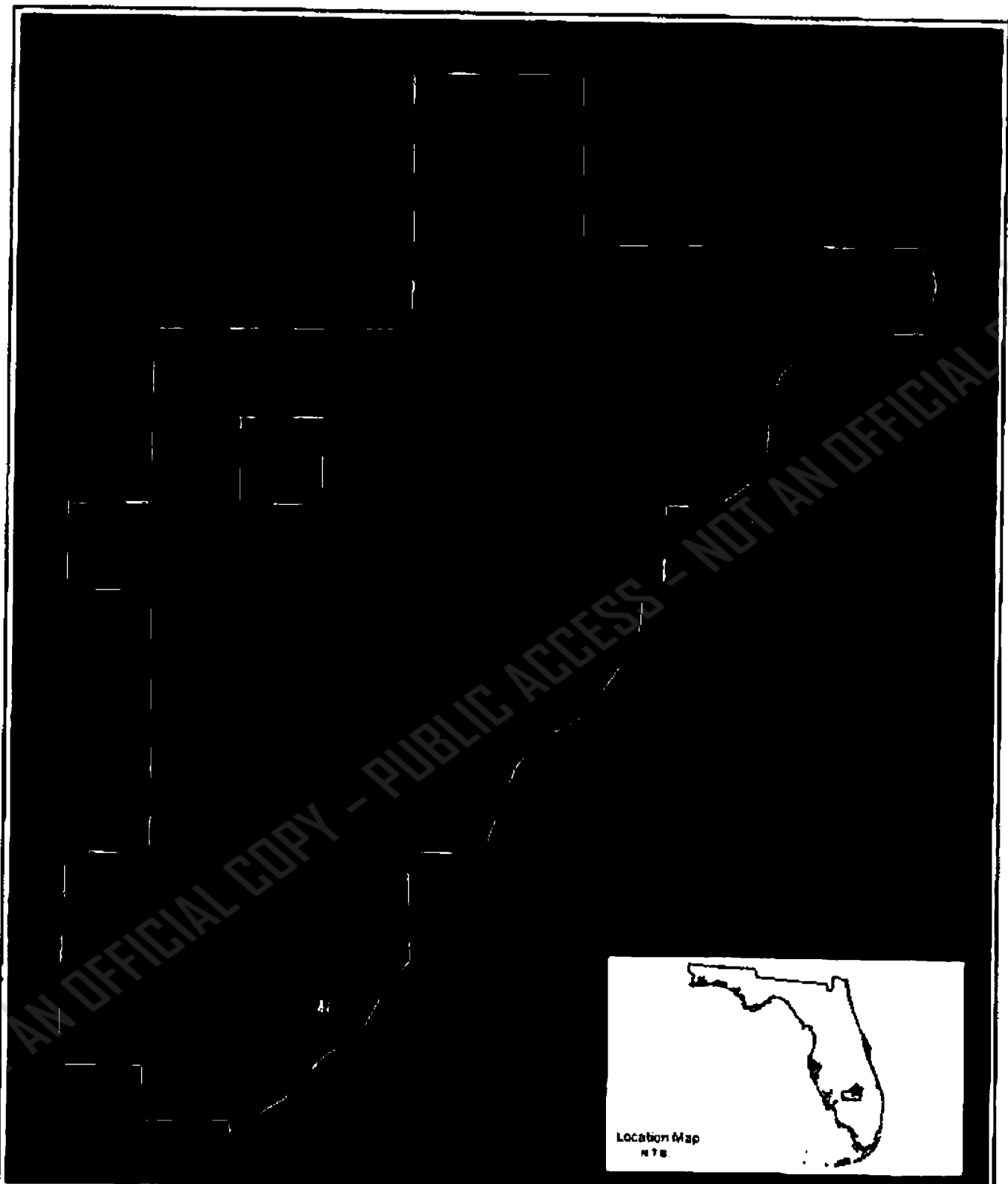
Big Cypress Reservation Exhibit A




Map Legend
Reservation Boundary
2017 April

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For additional information, please contact the National Park Service, Big Cypress National Preserve, 11000 S. Dixie Highway, Homestead, FL 33154. Phone: (305) 241-2000. Fax: (305) 241-2001. Email: bcnps@nps.gov



Location Map
N.T.B.

Map Legend
 Reservation Boundary
 2018 Aerial



Brighton Reservation

Exhibit A





0 100 200 Miles

This document contains information that is not to be released to the public. It is the property of the Department of the Interior, Bureau of Land Management. It is loaned to you for your use only and it is not to be distributed outside your agency. It is to be returned to the Bureau of Land Management when it is no longer needed. It is not to be used for any other purpose. It is not to be reproduced without the written permission of the Bureau of Land Management.

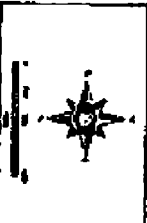


**Immokalee
Reservation
Exhibit A**



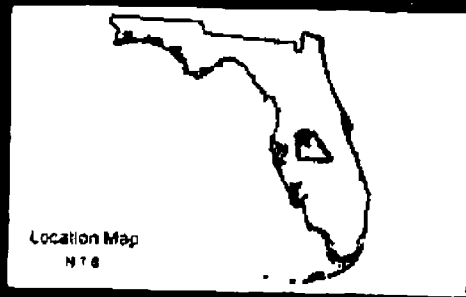
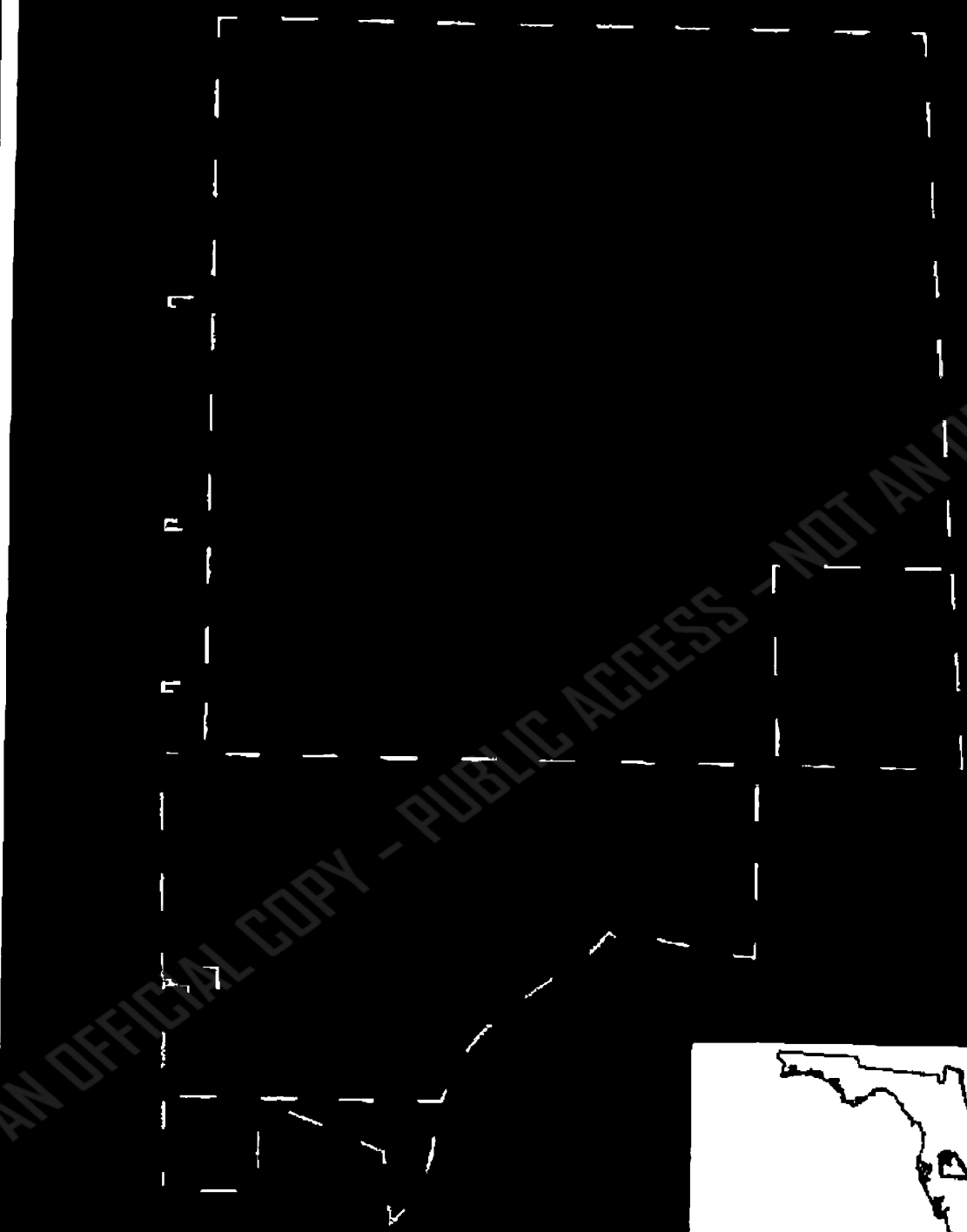
Map Legend
Reservation Boundary

20 Miles



This map was prepared for the U.S. Department of the Interior, Bureau of Land Management, by the U.S. Geological Survey, Reston, Virginia. It is based on data from the U.S. Geological Survey, Reston, Virginia. It is not intended for use as a legal document. For more information, contact the U.S. Geological Survey, Reston, Virginia. 1997

COPY



Location Map
N T 6

Map Legend
[Symbol] Reservation Boundary



Lakeland Reservation Exhibit A

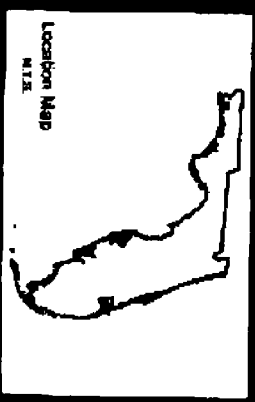


Map of Lakeland Reservation, Florida, showing the reservation boundary and the location of the reservation in the state of Florida.

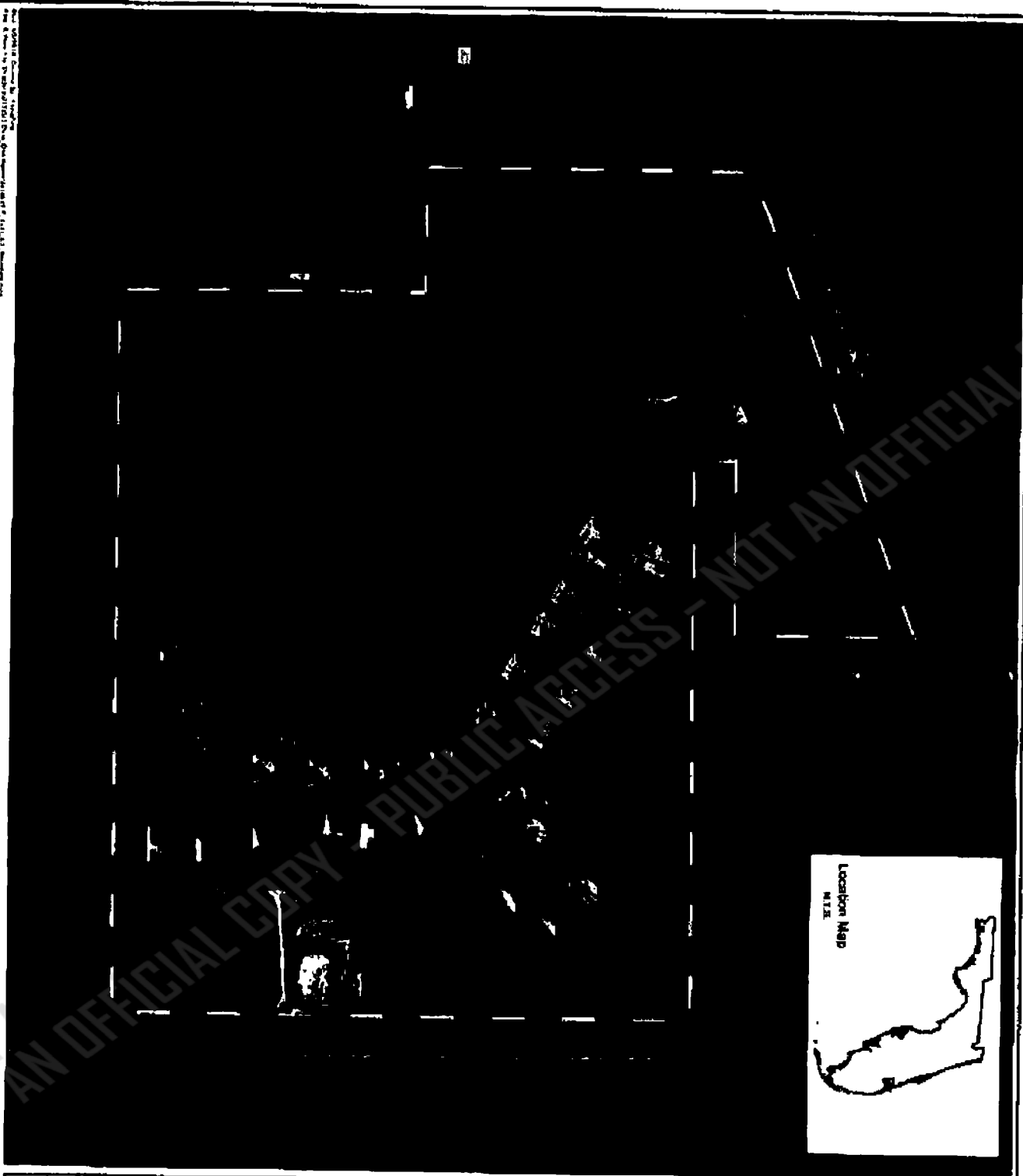
This document is a map of the Lakeland Reservation, Florida, showing the reservation boundary and the location of the reservation in the state of Florida.



Fort Pierce Reservation Exhibit A



Location Map
N.T.S.



Map Legend
Reservation Boundary

2018 Update



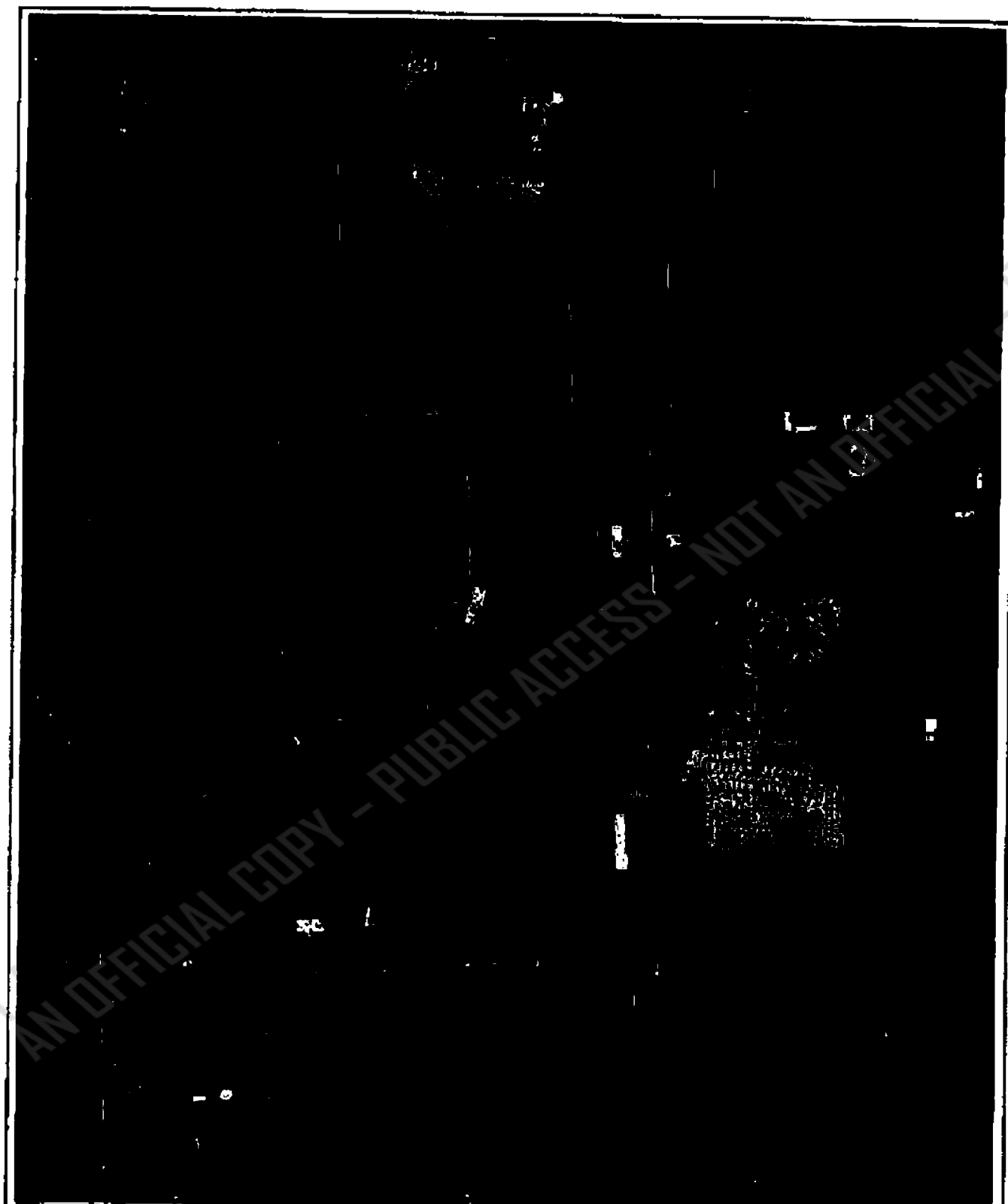
0 70 140 280
Feet

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EXHIBIT B

Depiction of Tribal Residential Lands

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Map Legend

- Streets
- Future Residential Area
- ▬ Reservation Boundary

3016 Ave of Progress




Hollywood Reservation

Exhibit B

Tribal Residential Lands

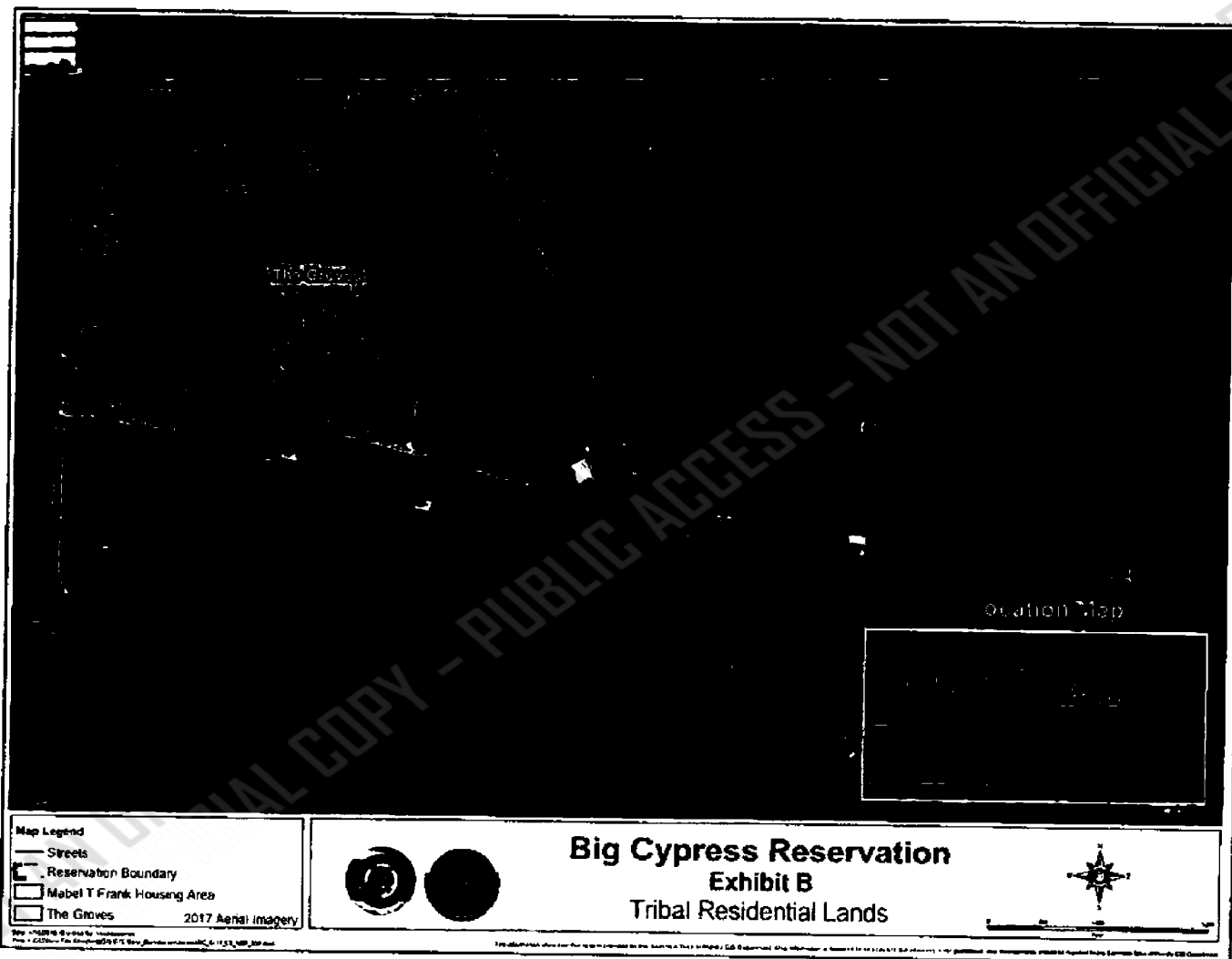




0 250 500 1,000

Feet

Map is for informational purposes only. It is not a legal document. For more information, please contact the Hollywood Reservation. The map is not to be used for any other purpose. The map is not to be used for any other purpose. The map is not to be used for any other purpose.



Location Map



Map Legend

— Streets

— Reservation Boundary

Primary Maps

— Flowing Wet Pasture Area

— KIOB Landing Rental Community

2018 Aerial Imagery

Scale: 1:62,500
Data: 2018
Map: 2018
Projection: NAD 83
Units: Feet
Color: CMYK
Paper: 11x17
Printed: 10/18/2018
By: [illegible]



Brighton Reservation
Exhibit B
Tribal Residential Lands



0 100 200 Feet

This map was prepared by the Brighton Reservation GIS Department. It is not to be used for any other purpose without the written permission of the Brighton Reservation. The Brighton Reservation is not responsible for any errors or omissions on this map. The Brighton Reservation is not responsible for any damages or liabilities arising from the use of this map.

COPY

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0 100 200 300 400 500 600 700 800 900 1000

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1. The Commission shall be composed of 12 members, 6 of whom shall be appointed by the President of the United States and 6 by the President of the Senate, for a term of 6 years, and shall be eligible for reappointment.

EXHIBIT C

Tribal Authorizing Resolution

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EXHIBIT D

Approved Consultants

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EXHIBIT E

Form of Consultant Contract

GENERAL AGREEMENT FOR CONSULTANT SERVICES

NO.

BETWEEN

"BUILDER"

Lennar Builder Name Here

Address Here

City, State, Zip Here

Phone Number Here

Fax Number Here

AND

"CONSULTANT"

Company Name Here

Address Here

City, State, Zip Here

Phone Number Here

Fax Number Here

State License Number Here

[Insert Project Name Here]
 [Insert Type of Work Here]
 General Agreement for Consultant Services

Consultant:					
Contract No.:					
Rel Cost Center					
CSI Code#	Description Of Services	UCM	\$ / Unit	Qty	Extended \$'s
		LS			\$
		LS			\$
Contract Total					\$

Date: _____

DISPUTE RESOLUTION. CONSULTANT IS ADVISED THAT THIS AGREEMENT REQUIRES CERTAIN DISPUTES BE RESOLVED BY ARBITRATION, AS MORE SPECIFICALLY SET FORTH IN SECTION 21 HEREIN.

This General Agreement for Consultant Services ("Agreement") is entered into by and between [Insert Lennar Builder's Name], a _____, located at [Insert Lennar Builder's Address], ("Builder") and [Insert Consultant's Name], a _____, located at [Insert Consultant's Address] ("Consultant") and shall govern any and all services performed by Consultant with regard to the Services (defined below) described in Exhibit "A," and any future engagements between Consultant and Builder, to be added to this Agreement from time to time. Builder and Consultant are individually or collectively referred to as a "Party" or the "Parties." Builder and Consultant hereby agree as follows:

I. General Description of Services The services to be performed by Consultant ("Services") are described in the Summary Sheet attached as Exhibit "A," which specifies the development project with respect to which Services are to be performed ("Project"); the exact nature and type of Services required; the compensation to be paid for such Services; the manner of payment of Consultant's Compensation; the specific time periods or dates upon which Services must be completed, including without limitation, start up and completion dates, dates of inspections, conferences or meetings; and any other additional information deemed necessary by Builder. A more detailed description of Consultant's Scope of Work is attached hereto as Exhibit "B." The Project is located on property titled in the name of the United States of America in trust for the benefit and use of the Seminole Tribe of Florida, a Federally Recognized Indian Tribe Under 25 U.S.C. §476 (herein referred to as "STOF"). Consultant agrees, warrants, and represents that it shall perform such Services required hereunder in accordance with the terms of this Agreement and, in connection therewith, shall render its professional opinions and advice and exercise its professional judgment commensurate with the best and highest standards of care and practice for licensed consultants performing similar services on projects of like size, scope and complexity located in the metropolitan area described on Exhibit A hereto (the "Standard of Care").

2. Addition/Modification of Services. The Services are not subject to modification or addition unless Consultant obtains a written approval of the modification/addition signed by Builder ("Change Order"). The contents of a written Change Order shall include at a minimum all of the following: (a) a description of the particular modification/addition to the Services; (b) the amount of any change in Consultant's Compensation (as defined below) resulting from the modification/addition; (c) any revisions in commencement, completion or delivery dates, if any, resulting from the modification; and (d) Builder's dated signature. Consultant shall not perform any modification/addition to the Services or incur any "Reimbursable Expenses" (as defined herein) with respect to such modification/addition until Consultant obtains a signed Change Order for such modification/addition. Notwithstanding the foregoing, a deductive Change Order by Builder shall be effective upon signature by Builder and delivery to Consultant.

3. Term of Agreement. The term of this Agreement shall commence on the date this Agreement and Exhibit "A" are executed by Consultant and Builder, and shall continue in effect until the date ("Termination Date") which is the first to occur of the following: (a) the date on which performance of the Services has been completed in accordance with this Agreement, or (b) the tenth (10th) calendar day after Consultant receives a written notice from Builder ("Termination Notice") terminating this Agreement, which termination may be with or without cause. If Builder terminates this Agreement without cause, Consultant shall be paid for all Services rendered in accordance with the terms of this Agreement up to the Termination Date.

4. Compensation. With the exception of the "Reimbursable Expenses" described below, and except as otherwise provided in any Change Order signed by Builder, Consultant shall be compensated ("Consultant's Compensation") on the basis specified in Exhibit "A." Except as otherwise provided in Exhibit "A" or any Change Order signed by Builder, Consultant's Compensation shall be paid monthly. If Consultant's compensation is determined on an hourly basis, then monthly payments shall be based on the number of consulting hours provided by Consultant for that month, times the specified hourly rate. Consultant shall provide Builder's accounting personnel with documentation, acceptable to Builder, reflecting the number of consulting hours or other relevant billing information for any month, which information shall be provided in a manner and at times specified by Builder from time to time. Consultant acknowledges and agrees that Consultant's failure to provide time and billing information, including lien waivers and releases as requested by Builder, in a prompt manner and in the form required by Builder may result in a delay in the payment of Consultant's Compensation and Consultant agrees that Builder shall have no liability or responsibility to Consultant for such delays in payment of Consultant's Compensation. Further, Consultant acknowledges that Builder utilizes the SupplyPro® scheduling system. Consultant agrees to subscribe to and to utilize SupplyPro® to send, receive and respond to notices and documents, and to use the same to initiate requests for payment. All costs of subscribing to, utilizing, and maintaining SupplyPro® for the Consultant shall be borne by Consultant. Consultant shall keep the Project free and clear of any liens, debt, or bond claims of any kind whatsoever related to Consultant's Services, except to the extent the same arise from failure of Builder to pay undisputed sums owed to Consultant ("Lien or Bond Claim"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Consultant shall, at Builder's sole election, immediately settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien claimant, or provide a statutory bond acceptable to Builder that will bond around or discharge such Lien or Bond Claim. Should Consultant fail to do so within two (2) business days, in addition to all

other rights, Builder may, without additional notice to Consultant, (A) settle, bond or discharge the Lien or Bond Claim in any manner Builder deems appropriate, and charge the costs thereof to Consultant, and/or (B) withhold further payments to Consultant under this Agreement or otherwise until Consultant has complied with its obligations herein. Nothing contained in the Agreement (except for lien waivers duly signed and acknowledged) shall restrict or limit Consultant's statutory right to file and record liens or stop notices for non-payment, if any, and notwithstanding any provision to the contrary, Consultant may take all steps reasonably necessary to preserve its lien and bond rights as permitted by law.

AT BUILDER'S ELECTION, CONSULTANT AGREES TO BE PAID ELECTRONICALLY BY BUILDER, EITHER THROUGH ITS ePAYABLES PROGRAM IF CONSULTANT CURRENTLY HAS A MERCHANT ID OR THE ACH CREDIT PROGRAM. WITH RESPECT TO THE ePAYABLES PROGRAM, CONSULTANT AGREES TO ENROLL IN BUILDER'S ePAYABLES PROGRAM, A GHOST CREDIT CARD PROGRAM OFFERED THROUGH BANK OF AMERICA OR ANY OTHER PROVIDER SELECTED BY BUILDER, AND TO ACCEPT PAYMENT FROM BUILDER THROUGH SUCH PROGRAM. CONSULTANT FURTHER AGREES THAT IT WILL NOT CHARGE BACK OR PASS THROUGH TO BUILDER ANY MISCELLANEOUS AND/OR CONVENIENCE FEES AS A RESULT OF ACCEPTING PAYMENTS VIA THIS METHOD. WITH RESPECT TO THE ACH PROGRAM, CONSULTANT AGREES TO ENROLL USING THE ACH CREDIT PROGRAM OFFERED THROUGH WESTERN UNION, OR ANY OTHER PROVIDER SELECTED BY BUILDER, AND TO ACCEPT PAYMENT FROM BUILDER VIA ACH CREDITS TO THE CONSULTANT'S BANK ACCOUNT INDICATED BY CONSULTANT ON THE WESTERN UNION SITE.

5. Reimbursable Costs. In addition to Consultant's Compensation, Builder shall reimburse Consultant the actual cost of reasonable expenses incurred by Consultant, solely in connection with Consultant's performance of the Services, which expenses are authorized by Builder herein or in any Change Order signed by Builder ("Reimbursable Expenses"). Consultant shall provide to Builder an itemization of all Reimbursable Expenses in the time and in the manner specified in Exhibit "A" or the applicable Change Order signed by Builder. Such itemization shall include supporting receipts and invoices if requested by Builder. Reimbursable Expenses shall include reasonable costs of food, travel, lodging, supplies, materials, publications and other items authorized by Builder in Exhibit "A" or the applicable Change Order signed by Builder, provided such costs or expenses are incurred by Consultant solely in performance of the Services. Consultant shall advise Builder, in writing, prior to incurring any expense or cost which would result in Consultant exceeding the amount specified for such line item expense or cost, or otherwise exceeding the amount of Reimbursable Expenses authorized in the aggregate as set forth in Exhibit "A" or the applicable Change Order signed by Builder ("Extraordinary Reimbursable Expenses"). Consultant shall only be reimbursed for Extraordinary Reimbursable Expenses if authorized in writing by Builder.

6. INDEPENDENT CONTRACTOR STATUS. IN PROVIDING THE SERVICES, CONSULTANT IS ACTING AS AN INDEPENDENT CONTRACTOR AND THIS AGREEMENT IS NOT INTENDED TO, NOR DOES IT, CREATE ANY EMPLOYER-EMPLOYEE RELATIONSHIP, NOR SHALL IT BE CONSTRUED AS CREATING ANY JOINT VENTURE OR PARTNERSHIP BETWEEN BUILDER AND CONSULTANT. CONSULTANT IS SOLELY RESPONSIBLE FOR, AND SHALL

TAKE ALL NECESSARY ACTIONS FOR, DIRECTING, CONTROLLING AND SUPERVISING ITS EMPLOYEES, AND PERFORMING ALL ADMINISTRATIVE FUNCTIONS FOR ITS EMPLOYEES, INCLUDING SUPPLYING WORKERS' COMPENSATION INSURANCE AND PROVIDING NECESSARY FACILITIES, SAFETY EQUIPMENT, TOOLS AND MATERIALS.

7. **Tax Reporting.** Consultant shall be responsible for all applicable federal, state and other taxes related to Consultant's Compensation and Builder shall not withhold or pay any such taxes on behalf of Consultant, including, without limitation, federal, state and other local income taxes and social security. Since Consultant is acting solely as an independent contractor under this Agreement, Consultant shall not be entitled to insurance, incentive pay, or other benefits normally provided by Builder to its employees.

8. **Ownership of Work Product; Builder's Works.**

8.1 **Work Product.** It is understood and agreed that any product, including but not limited to reports, studies, letters, maps, diagrams, drawings, plans, schematics, investigations, permits, applications, materials, publications, supplies or other items of any kind prepared by Consultant in the course of performing the Services ("Work Product") are for the sole and exclusive use of Builder or STOF, and that Builder or STOF shall be deemed to be the sole and exclusive owners of all the intellectual property rights thereto. Upon payment by Builder of all undisputed fees and costs, all rights, title, and interest in and to the intellectual property rights to the Work Product, including but not limited to the copyrights thereto, shall be assigned to and shall be the sole property of Builder or STOF and, upon termination of this Agreement, all of such Work Product (not previously delivered to Builder), shall be delivered to Builder on behalf of STOF. Any additional changes or modifications to the Work Product shall likewise become the sole property of STOF. Consultant represents that it is the sole owner of the Work Product copyrights and that the agent signing this Agreement on behalf of Consultant is authorized to transfer exclusive copyright ownership to Builder or STOF. Consultant further represents that the Work Product is an original creation for Builder or STOF. Any modification to, or reuse of, the Work Product, other than in connection with the Project, by Builder or STOF without the written consent of Consultant shall be at the sole risk of Builder or STOF as applicable.

8.2 **Builder's Works.** In the course of Consultant's employment hereunder, Builder may furnish plans, materials, drawings, research, prototypes or other design materials or intellectual property belonging to Builder ("Builder's Works"). Builder's Works and all copyright interests thereto are now and, regardless of any work performed on Builder's Works by Consultant, shall remain the sole property of Builder. Consultant has no legal or copyright interest in all or any portion of Builder's Works, and any interest in them which Consultant may acquire is hereby assigned to Builder. Consultant has no right to use, copy, alter, distribute, or modify Builder's Works after the termination of this Agreement.

8.3 **Additional Terms Governing Work Product and Builder's Works.** Neither Consultant nor its employees or agents will distribute, copy or otherwise use any of the Work Product or Builder's Works without Builder's express written consent. Consultant will promptly deliver all originals and copies of the Work Product and Builder's Works at the termination of this Agreement or upon Builder's request. As to both the Work Product and Builder's Works,

Builder shall have the right to copy, distribute and utilize such works on an unlimited basis in its divisions and affiliates, in any location, without the payment of any additional fee. Upon request, Consultant will deliver the CAD files (or to the extent they are utilized, the mylars) pertaining to any of the Work Product or Builder's Works.

9. Confidentiality Consultant acknowledges and understands that all information relating in any way to Builder or its business or affairs, whether written or oral, obtained by Consultant in connection with the Services and any information regarding the nature and extent of the Services ("Confidential Information"), shall, unless otherwise specified by Builder in writing, be deemed confidential. Furthermore, any Work Product created hereunder, or any Builder Works disclosed hereunder, shall be considered Confidential Information. Consultant agrees and acknowledges that the Confidential Information shall at all times be the sole and absolute property of Builder and no license or other rights to the Confidential Information is granted or implied hereby. Consultant further acknowledges and understands that Consultant's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Builder. Therefore, Consultant shall not disclose to any person or entity any Confidential Information unless such disclosure is authorized in writing by Builder. If Consultant discloses or threatens to disclose Confidential Information in violation of its obligations under this Section 9, Builder shall be entitled to temporary or permanent injunctive relief prohibiting the disclosure of such Confidential Information. Consultant may share Confidential Information with subconsultants who are similarly bound by this confidentiality provision. If Consultant is served with any subpoena or other legal process seeking the compelled disclosure of Builder's Confidential Information, Consultant shall notify Builder within twenty-four (24) hours after Consultant's receipt of such legal process. Builder may, in its sole and absolute discretion and at Builder's sole expense, contest the disclosure of such Confidential Information sought under such legal process. Only after a final order of a court of competent jurisdiction requiring the disclosure of such Confidential Information may Consultant disclose such Confidential Information as required by law. This prohibition of disclosure of Confidential Information shall survive the termination of this Agreement. Consultant hereby agrees to indemnify, defend and hold Builder and its affiliates, partners, employees and agents harmless from any and all loss, damage or liability which results from or arises in connection with Consultant's breach of its obligations under this Section 9. Nothing in this section shall be construed to negate, abridge or otherwise reduce any rights of Builder under contract or statute.

10. Exclusive Services During the term of this Agreement, Consultant agrees to act only as a consultant to Builder in connection with the subject matter of the Services, and Consultant shall not be engaged by or perform Services for any other individual, entity, or group in connection with the subject matter of the Services, without the written approval of Builder.

11. Prohibited Activities

11.1 Subject to the provisions of Section 16 hereof, neither Consultant nor any Consultant Representative shall, without specific written authorization of Builder:

(a) Commissions. Give or receive any commission, fee, rebate, gift or entertainment of significant cost or value to any person or entity in connection with or as a result of the execution of this Agreement or Consultant's Services provided hereunder;

(b) Business Dealings with Affiliates. Enter into any business arrangement with any partner or employee of Builder, or any affiliate of same other than as a representative of Builder or such affiliate in accordance with this Agreement and with the prior written approval of Builder;

(c) Gratuities. Make any payment or give or promise anything of value, to any government or quasi-government official, including without limitation any officer or employee of any government department, agency, governing body, board, commission, or instrumentality, to influence any decision, including any decision to award a contract, obtain an entitlement, or to gain any other advantage for Builder or Consultant; or

(d) Conflict of Interest. Engage in any employment or enter into any contract or agreement which conflicts with Consultant's obligations under this Agreement, or, either individually or in association with any other individual or entity, acquire property or rights to acquire property; perform services or engage in any activities which will either directly or indirectly conflict or compete with Builder's business(es) or interests.

11.2 Consultant agrees to notify Builder immediately of any violation of this Section 11. In the event of a violation of Subsection 11.1(a) above, Consultant shall pay to Builder any and all amounts received by Consultant or any other individual or entity described above in violation of Subsection 11.1(a), however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Builder may have against Consultant at law, in equity, or under this Agreement, including without limitation, the right to seek punitive damages for such violation

11.3 Builder shall be entitled to all available remedies at law or in equity for breach of this Section 11, including, but not limited to rescission, actual and/or consequential damages.

Builder's Initials

Consultant's Initials

12. INDEMNIFICATION.

12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT FOR ITS OWN ACTS OR FAILURE TO ACT, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS (\$100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THIS AGREEMENT, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THOSE OF ITS AGENTS, EMPLOYEES, SUPPLIERS, SUBCONSULTANTS, SUBCONTRACTORS AND SUB-SUBCONTRACTORS (INCLUDING THOSE EMPLOYED DIRECTLY OR INDIRECTLY BY SUCH AGENTS, EMPLOYEES, SUPPLIERS, SUBCONSULTANTS, SUBCONTRACTORS AND SUB-SUBCONTRACTORS) (COLLECTIVELY, THE "CONSULTANT

REPRESENTATIVES"), SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS BUILDER, STOP, ALL SUBSIDIARY OR AFFILIATED COMPANIES OF BUILDER OR STOP AND ALL OF SUCH PARTIES' REPRESENTATIVES, PARTNERS, STOCKHOLDERS, DESIGNEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, AND EMPLOYEES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, AND BUILDER'S LENDER(S) (COLLECTIVELY THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL LOSSES, COSTS, EXPENSES, REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE INCURRED IN DEFENDING AGAINST ANY CLAIM(S) OR IN ENFORCING THIS INDEMNITY AND DEFENSE OBLIGATION, LIABILITIES, CLAIMS, COURT COSTS, DEMANDS, DEBTS, CAUSES OF ACTION, FINES, JUDGMENTS AND PENALTIES (COLLECTIVELY, "LIABILITY") WHICH MAY ARISE FROM OR RELATE TO: (A) DEATH OR INJURY TO PEOPLE OR DAMAGE OR INJURY TO PROPERTY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES; (B) THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ANY CONSULTANT REPRESENTATIVE IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES; (C) ANY AND ALL LIENS, STOP NOTICES AND CHARGES OF ANY TYPE, NATURE, KIND OR DESCRIPTION WHICH MAY AT ANY TIME BE FILED OR CLAIMED AGAINST STOP, THE SITE OF THE COMMUNITY OR ANY PORTION THEREOF, OR THE BUILDER OR THE BUILDER'S LENDER (EXCEPT WHEN SUCH LIENS OR STOP NOTICES ARE CAUSED BY BUILDER'S DEFAULT IN ITS OBLIGATION TO PAY CONSULTANT PURSUANT TO THE PROVISIONS OF THIS AGREEMENT) IN CONNECTION WITH PERFORMANCE OF THE SERVICES; (D) ANY CLAIM(S) UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, AND OTHER EMPLOYEE BENEFIT ACTS, (PROVIDED, HOWEVER, THE INDEMNITY AND DEFENSE OBLIGATION HEREUNDER SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER SUCH ACTS); (E) CONSULTANT'S FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT IN STRICT ACCORDANCE WITH ITS TERMS, INCLUDING CONSULTANT'S BREACH OF ANY REPRESENTATIONS OR COVENANTS GIVEN IN THIS AGREEMENT OR ELSEWHERE BY CONSULTANT; (F) VIOLATION OF ANY LOCAL, STATE OR FEDERAL LAW, REGULATION OR CODE; (G) INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR VIOLATION OF TRADE SECRET OR OTHER PROPRIETARY RIGHT, IN CONNECTION WITH PERFORMANCE OF THE SERVICES; OR (H) THE FAILURE OF CONSULTANT OR CONSULTANT'S REPRESENTATIVES TO PAY IN FULL ALL OBLIGATIONS TO ANY WAGE CLAIMANT, ANY STATE AGENCY, OR ANY EMPLOYEE BENEFIT TRUST FUND.

12.2 IN THE EVENT AN INDEMNIFIED PARTY INCURS LIABILITY BY REASON OF STRICT LIABILITY, OR A SIMILAR LEGAL THEORY, CONSULTANT SHALL, NONETHELESS, INDEMNIFY, PROTECT AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM SUCH PORTION OF SUCH LIABILITY THAT, DIRECTLY OR INDIRECTLY, RELATES TO CONSULTANT OR ONE OR MORE CONSULTANT REPRESENTATIVES OR OTHERS FOR WHOSE NEGLIGENT ACTS THEY MAY BE LIABLE OR ANY OR ALL OF THEM.

PAYMENT TO CONSULTANT BY ANY INDEMNIFIED PARTY SHALL NOT BE A CONDITION PRECEDENT TO ENFORCING SUCH PARTY'S RIGHTS TO INDEMNIFICATION. THE OBLIGATIONS UNDER THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NOTHING IN THIS SECTION 12 SHALL BE CONSTRUED TO NEGATE, ABRIDGE OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY (INCLUDING, WITHOUT LIMITATION, EQUITABLE INDEMNITY) WHICH WOULD OTHERWISE EXIST AS TO THE INDEMNIFIED PARTIES. IN NO EVENT SHALL THIS PROVISION BE INTERPRETED TO PROVIDE INDEMNITY TO A GREATER EXTENT THAN PERMITTED BY GOVERNING LAW.

12.3 CONSULTANT SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNIFIED PARTIES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SELECTED BY BUILDER. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF BUILDER OR ANY INDEMNIFIED PARTY, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONSULTANT OR BUILDER UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONSULTANT IS INDEMNIFYING THE INDEMNIFIED PARTIES FROM ACTS OF NEGLIGENCE OF INDEMNIFIED PARTIES. CONSULTANT EXPRESSLY WAIVES ANY RIGHT OF SUBROGATION THAT IT OR ITS INSURERS MAY HAVE AGAINST THE INDEMNIFIED PARTIES OR ANY OF THEM. THESE INDEMNITY OBLIGATIONS ARE SEPARATE AND DISTINCT FROM CONSULTANT'S OR ITS INSURER'S WAIVER OF SUBROGATION RIGHTS AGAINST THE INDEMNIFIED PARTIES.

12.4 NOTWITHSTANDING THE FOREGOING, CONSULTANT SHALL NOT BE OBLIGATED TO INDEMNIFY AN INDEMNIFIED PARTY TO THE EXTENT SUCH LIABILITY IS DETERMINED BY A COURT OR ARBITER OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY, ITS AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, INDEMNITEES, OTHER INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO SUCH INDEMNIFIED PARTY, OR THIRD PARTIES UNDER THE CONTROL OR SUPERVISION OF SUCH INDEMNIFIED PARTY.

13. Insurance. Neither Consultant nor any of its Consultant Representatives shall commence any Services until such time as Builder has received, reviewed, and approved evidence satisfactory to Builder that all insurance as required in Exhibit "C" has been obtained by such parties and that such insurance is in form and substance satisfactory to Builder. Without

in any way limiting Consultant's obligations under Section 12, Consultant shall, during the term of this Agreement, maintain the policies of insurance required and all insurance certificates and endorsements must be in compliance prior to payment of invoices. However, Builder's failure to receive, review or approve evidence of insurance prior to the commencement of Services shall not be deemed a waiver by Builder of the insurance requirements of the Agreement. Consultant shall also obtain from any such subconsultant, subcontractor, or sub-subcontractor an indemnification in form and substance identical to the indemnity set forth in Section 12 above, with the modification that such indemnity be from the subconsultant, subcontractor or sub-subcontractor for the benefit of the parties designated in Section 12 above.

14. Personal Obligations. Consultant agrees that the nature of the Services and Consultant's obligations hereunder are personal, and that Consultant may, therefore, not assign or delegate its obligations hereunder without the written approval of Builder, which approval Builder may withhold for any reason, whether or not reasonable. Further, to the fullest extent permitted by law, Consultant shall not assign any right or claim for payment from Builder or any right to perfect a lien against the Property to any third person. Any assignment or attempted assignment shall be unenforceable against Builder, and shall be deemed a material default of this Agreement. Builder shall be entitled to delegate its obligations hereunder and assign the benefit of this Agreement, including, without limitation, all rights under Section 8, above. Consultant shall include substantially identical language to this Section in any contract with any subcontractor, sub-subcontractor, subconsultant, or supplier.

15. Maintenance of Records. Consultant agrees that, as a material consideration for Builder entering into this Agreement, Consultant shall maintain adequate accounting and financial records related to Consultant's Compensation and the Reimbursable Expenses with respect to Consultant's providing the Services, and shall retain those financial records for a period of at least five (5) years from the date of completion of the Services or other termination of this Agreement, and to maintain adequate records relating to Consultant's performance of the Services, including copies of all Work Product, and shall retain those professional service records until the later of the expiration of the longest period of limitations for latent construction defects affecting the Project in any manner or one (1) year after the entry of any final, non-appealable judgment of a court of competent jurisdiction, including appellate level courts, with respect to the latest concluded litigation relating to latent construction defects affecting the Project. Builder may audit any and all such records of Consultant and its subcontractors after reasonable written notice.

16. Customer Appreciation Gifts or Events. Because Builder appreciates the efforts of its Consultants and their employees, Builder periodically gives its Consultants and Consultants' employees customary and nominal tokens of its appreciation, such as, without limitation, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Consultant acknowledges and agrees that Builder's giving such tokens of appreciation to Consultant or Consultant's employees is customary in the industry and does not constitute an attempt to improperly influence Consultant or Consultant's employees and does not and will not give rise to any claims for civil or criminal misconduct. Builder fully understands that as a consequence of accepting any tokens of appreciation from Builder, Consultant or Consultant's employees will be under no obligation to Builder other than those contained in this Agreement. In order to ensure that Consultant is aware of this practice, Consultant expressly agrees that Builder may, *at Builder's sole discretion, without any*

obligation on the part of Builder and without further notice to Consultant, provide similar tokens of appreciation to Consultant or Consultant's employees without the need to obtain additional written or verbal consent from Consultant.

17. Compliance with Law. Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations or orders, including, without limitation, regulations or laws regarding nondiscrimination and equal employment opportunity, affirmative action for handicapped workers, veterans and disabled veterans.

18. Storm Water Compliance. Consultant shall comply with Builder's Storm Water Pollution Prevention Plan ("SWPPP"), applicable storm water permit ("Permit") and Builder's Storm Water Compliance Guidelines ("Guidelines"). Consultant shall implement the Best Management Practices ("BMPs"), set forth in the SWPPP, for any Services that it performs on the Project. A copy of the SWPPP, Guidelines and Permit are available at the construction office. Builder shall be entitled to recover from Consultant all fines, fees, expenses and other penalties assessed by any governmental body due to Consultant's violation of the Permit or its obligations herein. CONSULTANT SPECIFICALLY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BUILDER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF THE PERMIT OR ANY OF CONSULTANT'S OBLIGATIONS HEREIN TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AS SET FORTH IN SECTION 12 ABOVE. Consultant acknowledges that failure to adhere to the requirements of the SWPPP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Builder may, without prejudice to any other right or remedy, remove Consultant from the Project, terminate this Agreement, and retain a separate consultant to complete Consultant's obligations arising under this Agreement (the "Completion Consultant").

19. Notices. Any notice, demand or statement required or permitted under this Agreement shall be given in writing either by personal delivery, by telecommunicated facsimile, or by depositing such notice in the United States mail, certified, with return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: [Insert Consultant Name and Address]

Attention: _____

Telephone: _____

Fax No: _____

BUILDER: _____ (Insert Local Builder Name and Address)

Attention: _____

Telephone: _____

Fax No: _____

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. Each notice, document or other communication required or permitted under this Agreement shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date of transmission with confirmed answer back if by facsimile telecommunication, and (c) if sent by certified mail, two (2) business days following the deposit of such notice in the United States mail in the manner specified above.

20. Severability. If any provision of this Agreement is determined to be invalid or otherwise ineffective, the remaining provisions of this Agreement shall remain in full force and effect.

21. Dispute Resolution. If Builder is involved in or becomes involved in litigation, arbitration, or other alternative dispute resolution procedure ("ADR") with a third party and Builder or any other party joins Consultant as a party to the litigation, arbitration, or other ADR, then the disputes between Builder and Consultant relative to the claims involved in the litigation, arbitration, or other ADR shall be resolved in such litigation, arbitration, or other ADR. In the event that Builder is required, by law or by contract, to resolve a dispute with a third party in litigation, arbitration or other ADR, Consultant agrees to participate in and be bound by such procedure.

In all other circumstances, Builder and Consultant agree to resolve their disputes in a court of law located in the county in which the Project is located. TO THE FULLEST EXTENT PERMITTED BY LAW, BUILDER AND CONSULTANT EACH IRREVOCABLY, UNCONDITIONALLY KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

In any litigation, arbitration, or other ADR, excluding attorneys' fees and costs that are expressly recoverable by a party elsewhere into this Agreement, if any, and notwithstanding any law allowing the award of same, both Builder and Consultant agree that (i) neither party shall be entitled to recover any attorneys' fees, costs or expenses even if one party is found to be the prevailing party; and (ii) both parties expressly waive their right to recover attorneys' fees as the prevailing party. Both parties warrant they have been represented by counsel in the negotiating and execution of this Agreement.

SHOULD A CLAIM OR CONTROVERSY ARISE BETWEEN BUILDER AND A THIRD PARTY REGARDING SERVICES PERFORMED BY OR THROUGH CONSULTANT, CONSULTANT AGREES TO PARTICIPATE AS A PARTY IN, AND BE BOUND BY, ANY PROCEDURES AND REQUIREMENTS FOR REMEDYING CONSTRUCTION DEFECTS PURSUANT TO ANY RIGHT-TO-REPAIR STATUTE, AS INSTITUTED BY SUCH THIRD PARTY AND ANY SUBSEQUENT MEDIATION

AND ARBITRATION PROCEEDINGS BETWEEN BUILDER AND SUCH THIRD PARTY. CONSULTANT SHALL INCORPORATE PROVISIONS IN ALL AGREEMENTS WITH CONSULTANTS REPRESENTATIVES WITH RESPECT TO THE SERVICES PERFORMED REQUIRING ANY CONSULTANT REPRESENTATIVE TO PARTICIPATE IN, AND BE BOUND BY, SUCH RIGHT TO REPAIR STATUTE PROCEDURES, INCLUDING MEDIATION AND ARBITRATION.

Builder's Initials

Consultant's Initials

22. Immigration. Consultant specifically warrants and agrees it: (i) shall not hire or continue to employ aliens not authorized to work in the United States; (ii) has and shall continue to verify the employment documentation specified in the Immigration Act; and (iii) has and shall properly complete and retain the U.S. Citizenship and Immigration Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly, Consultant agrees to defend, indemnify and hold Builder free and harmless from and against any claims or charges asserted or filed against Builder and any judgments, fines, penalties and assessments entered against Builder arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Consultant fail to comply with this Section, Builder shall have the right to rescind this Agreement and/or declare Consultant in default under this Agreement and as a result Builder will be entitled to all direct, indirect, consequential, impact, or other costs, expenses or damages, included but not limited to costs, loss of organization, lost profits, or attorneys' fees arising out of or as a result of Consultant's breach of this Section.

FURTHERMORE, at Builder's sole discretion and as a monetary remedy for such breach, Builder may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Consultant for any work completed but unpaid prior to Consultant's breach.

Builder's Initials

Consultant's Initials

23. Supervision of Services Onsite at Project. If Consultant is performing onsite Project Services, Consultant shall maintain competent and sufficient supervision of Consultant Representatives onsite at the Project during all times that Consultant is performing the Services. Consultant Representatives onsite shall be experienced, fully able to communicate with Builder, trained, and knowledgeable as to the Services, and shall have the authority to act for and bind Consultant. Consultant Representatives onsite shall be satisfactory to Builder, and shall not be changed without Builder's written consent. All communications or directions given to the onsite Consultant Representatives shall be as binding as if given to Consultant directly. Consultant shall enforce strict discipline and good order among its Consultant Representatives, and shall not employ any unfit or unskilled person. Consultant shall immediately remove and replace any person deemed unfit or unskilled by Builder. Consultant shall maintain a list of Consultant Representatives performing the Services onsite and shall produce such list to Builder upon request. Consultant shall perform criminal background checks of any Consultant Representative that will perform any portion of the Services onsite, and Consultant shall not allow any registered

the offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to perform Onsite Services. In performing such background checks, Consultant shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

24. Waiver of Breach. Waiver by either Party of any breach by the other Party of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach, nor excuse any other breach of this Agreement by either Party.

25. Time References. Any reference to this Agreement to time for the performance of obligations or to elapsed time shall mean consecutive calendar days, months or years, as applicable, unless otherwise expressly indicated herein. Time is of the essence of this Agreement.

26. Trademark. Neither Consultant nor Builder will use each other's name, logo or trademarks in any fashion without the express written consent of each other. Builder expressly reserves the right to approve, in advance, its name being placed on a list of representative clients for distribution by Consultant.

27. Entire Agreement; Miscellaneous. This Agreement (including each Change Order executed by the Parties) constitutes the entire Agreement between the Parties and shall supersede all other oral or written agreements between the Parties, respecting the subject matter of this Agreement. This Agreement may only be modified or amended by written instrument executed by both Parties. This Agreement shall be governed by the laws of the State where the Project is located and shall be construed as if it were prepared jointly by the Parties. In the event of a conflict between the terms of this Agreement and the provisions of any exhibit hereto, the terms of this Agreement shall control.

28. Waiver. To the extent damages are covered by property insurance during construction, the Consultant waives all rights against Builder and its consultants, agents and employees for damages.

29. Binding of Subcontractors. The Consultant and Builder shall be mutually bound by the terms of this Agreement and Consultants shall cause any of Consultant's subconsultants, subcontractors, sub-subcontractors, or suppliers to assume toward the Builder all obligations and responsibilities of the Consultant under this Agreement to the extent applicable to their scope of work. Further, the Consultant shall specifically include in any such contracts with subcontractors, sub-subcontractors, suppliers or consultants a provision which allows the Builder the benefit of all rights, remedies and redress against the subcontractors, sub-subcontractors, suppliers or consultants that the Builder has against the Consultant herein. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern. The provisions to which the Consultant shall require the subcontractors, sub-subcontractors, suppliers or consultants to be bound, include, but are not limited to the alternative dispute resolution requirements, warranty requirements, insurance requirements, indemnity requirements and ownership of documents requirements of this Agreement.

30. Cooperation by Consultant. While this Agreement is in effect and after termination thereof (whether the Agreement expires on its own terms, is terminated pursuant to

Section 3 thereof, or otherwise), Consultant agrees to reasonably cooperate with Builder to resolve any and all disputes and/or to effectuate any and all transactions with third parties, including, without limitation, Sub-consultants, regulatory bodies, governmental entities, and home purchasers, related to work performed by Consultant pursuant to this Agreement. Consultant agrees reasonable cooperation includes, without limitation: (i) promptly responding to Builder's inquiries related to such dispute or transaction, (ii) promptly providing all due diligence and/or other documents requested by Builder that is available to or in the control of Consultant, and (iii) promptly executing all documents necessary to resolve such dispute or effectuate such transaction as requested by Builder. The terms and obligations contained in this Section 30 shall survive the expiration and/or termination of this Agreement.

31. Authority. By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

32. Counterparts. This Agreement may be executed in counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

33. No Liability of STOF. Consultant acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary: (i) STOF shall have no liability under this Agreement, express or implied, for any obligations of Builder to Consultant, notwithstanding any provision of this Agreement including, but not limited to, that STOF is an additional insured on Consultant's insurance policies, that the Project is on STOF tribal land, that STOF may pay Builder pursuant to a separate agreement for the work performed by Consultant, that STOF is entitled to be assigned the Work Product and that certain indemnities by Consultant run in favor of STOF; (ii) STOF is not a party to this Agreement and Contractor shall have no recourse against STOF for any default hereunder by Builder, and (iii) STOF has not submitted to, and this Agreement is not intended to subject STOF or its tribal lands to, the jurisdiction of the State of Florida or its courts or administrative bodies.

{signatures appear on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

"BUILDER"

(Insert Lennar Builder Name Here)

By: _____

Name: _____

Title: _____

"CONSULTANT"

(Insert Consultant Name Here)

By: _____

Name: _____

Title: _____

Federal ID No.: _____

State License No.: _____

EXHIBIT "A"

SUMMARY SHEET

Consultant:
Contract No.:
Project Location:
Metropolitan Area:
Date of Consultant Agreement:
Re: *(Fill in Scope of Services Here)*

Compensation for services is as follows:
Professional Services: \$0.00
Reimbursable Expenses: \$0.00

Total Compensation for Services: \$ _____

FEE SUMMARY:

Compensation for Services

☐ Hourly @ \$0.00 per hour

☐ Other: Total compensation for this project shall not exceed a maximum of \$0.00 for Professional Services and \$0.00 for Reimbursable Expenses without the express written consent of Builder.

Manner of Payment of Compensation:

☐ Monthly
☐ Other

Time Periods:

Date for Commencement of Services:

Date for Completion of Services:

Other (Dates of meetings, inspections, deadlines, etc.): *N/A*

Submission of Invoices for Time & Reimbursable Expenses: Paid within 10 days of date of receipt of complete invoicing package.

Submit to: _____

Extraordinary Reimbursable Expenses: \$0.00 for any single expense or group of related expenses
☐ Other:

Insurance Policy Limits

☐ As specified in Agreement
☐ Other specified below

Comprehensive General Liability: per occurrence

Automobile: per person,
per occurrence/bodily injury, and
per occurrence/property damage

Errors & Omissions/
Professional Liability: For all claims during policy year

Miscellaneous: Please reference contract number _____ and include professional services, and reimbursable expenses, with backup on all invoices when submitting for payment. CGL policy shall expressly name STOF as an additional insured and shall contain a waiver of subrogation.

EXHIBIT F

Permit Package Requirements

Residential shall mean Single Family, Duplex, and/or Townhouse building types.

- Non-Residential shall mean Multi-Family, Commercial, and/or Industrial building types

Contractor Licensing (Contractors and Sub-Contractors)

- Filled out Contractor's registration form (see attached)
- Proof (copy) of applicable valid Contractors license
- Proof of applicable liability and workers compensation insurance (Seminole Tribe of Florida additional insured)

Residential Building Permit checklist:

- Filled out Building Permit Application (see attached) Permit and Sub Permits are correctly filled out (including email address), signed and notarized. Two (2) sets of plans (signed and sealed by a professional) must accompany the application.
- Proof of applicable Seminole Tribal Historic Preservation Office THPO clearance
- Proof of applicable Environmental Resource Management Department (ERMD) clearance
- Two copies of the Survey and when necessary a "plot" or "site" plan showing the area in which work will be done. Elevation Certificates after lowest floor is completed AND at Final C.O.
- Energy Calculation forms and heating/cooling load calculations.
- Two copies of all necessary Product Approvals. These include but are not limited to all roofing materials, exterior windows and doors, sheds, shutter, awnings, trusses, skylights etc.



SEMINOLE TRIBE OF FLORIDA
'TRIBAL INSPECTOR' DEPARTMENT
6363 TAFT ST. SUITE 308
HOLLYWOOD, FL 33024
OFFICE: (954) 894-1060 FAX: (954) 989-1571
EMAIL: BUILDINGDEPT@SEMITRIBE.COM

BUILDING PERMIT APPLICATION

MASTER PERMIT NO.: _____ IS APPLICABLE: _____ APPLICATION DATE RECEIVED: _____ INTEROFFICE USE ONLY

PROJECT LOCATION INFORMATION:				
RESERVATION:	<input type="checkbox"/> HOLLYWOOD <input type="checkbox"/> IMMOKALEE	<input type="checkbox"/> BIG CYPRESS <input type="checkbox"/> PORT PIERCE	<input type="checkbox"/> BRIGHTON <input type="checkbox"/> LAKE LAND	<input type="checkbox"/> TAMPA <input type="checkbox"/> COCONUT CREEK <input type="checkbox"/> TRAIL
OWNER'S NAME: _____				
JOB SITE ADDRESS: _____				
CITY: _____		STATE: _____ ZIP: _____		
PROJECT NAME: _____		STOF CONTACT NAME REQUIRED: _____		
PRESENT USE: _____		PROPOSED USE: _____		

ARCHITECT/ENGINEER'S NAME: _____	LICENSE NO.: _____
ADDRESS: _____	CITY/STATE: _____ ZIP: _____
TEL: _____	EMAIL: _____

TYPE OF PROPERTY:	<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> INDUSTRIAL	<input type="checkbox"/> STRUCTURAL		
SELECT TRADE:	<input type="checkbox"/> BUILDING	<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> ROOFING	<input type="checkbox"/> FIRE
	<input type="checkbox"/> POOL	<input type="checkbox"/> CHANGE OF CONTRACTOR / ARCHITECT / ENGINEER		<input type="checkbox"/> OTHER: _____		

TYPE OF IMPROVEMENT:	<input type="checkbox"/> NEW	<input type="checkbox"/> REPAIR	<input type="checkbox"/> ADDITION	<input type="checkbox"/> ALTERATION	<input type="checkbox"/> DEMOLITION	<input type="checkbox"/> REVISION	<input type="checkbox"/> OTHER
DETAILED SCOPE OF WORK 							
SQUARE FEET: _____	CONSTRUCTION TYPE: _____	JOB VALUATION: _____	PBC IN EFFECT: _____				
LINEAL FEET: _____	OCCUPANCY GROUP: _____	OCCUPANCY LOAD: _____	WIND SPEED: _____				

FOR ALL PERMIT APPLICANTS:

APPLICATION IS HEREBY MADE TO OBTAIN A PERMIT TO DO WORK AND INSTALLATIONS AS INDICATED. BY SIGNING THE APPLICATION, I CERTIFY THAT ALL PROVIDED INFORMATION IS ACCURATE AND WORK WILL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION UNDER THE SEMINOLE TRIBE OF FLORIDA. I UNDERSTAND THAT THIS APPLICATION PERTAINS ONLY TO THE WORK DESCRIBED HEREIN, AND THAT IF ADDITIONAL WORK IS TO BE PERFORMED BEYOND THAT DESCRIPTION, A SEPARATE PERMIT MAY BE REQUIRED.

ADDITIONALLY, FOR WORK TO BE DONE BY OWNER:

I HAVE HEREBY SUBMIT THIS APPLICATION TO DO WORK "BY OWNER" WITHOUT THE ASSISTANCE OR EMPLOYMENT OF A CONTRACTOR, AND WILL BE COMPLETELY RESPONSIBLE FOR ALL WORK AND CLEANUP ASSOCIATED WITH THE ABOVE DESCRIPTION OF WORK.

I CERTIFY THAT ALL THE FORGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION.

<input type="checkbox"/> PRIMARY CONTRACTOR	<input type="checkbox"/> BY OWNER	<input type="checkbox"/> P.B. 989.103	LICENSE / CERTIFICATE OF COMPETENCY:
COMPANY: _____		QUALIFIER NAME: _____	
ADDRESS: _____		CITY/STATE: _____ ZIP: _____	
QUALIFIER TEL: _____	FAX: _____	EMAIL: _____	
CONTACT NAME: _____		CONTACT TEL: _____	
QUALIFIER SIGNATURE: _____			
SIGNED BEFORE ME THIS _____ DAY OF _____		29 NOTARY PUBLIC: _____	

ALL FIELDS MUST BE COMPLETED OR N/A

ELECTRICAL SUB-CONTRACTOR / APPLICANT INFORMATION:				LICENSE NO.: _____	
NAME: _____		QUALIFIER NAME: _____			
ADDRESS: _____		CITY/STATE: _____		ZIP: _____	
QUALIFIER TEL: _____	FAX: _____	EMAIL: _____			
CONTACT NAME: _____		CONTACT TEL: _____			
QUALIFIER SIGNATURE: _____					
SWORN BEFORE ME THIS _____ DAY OF _____		20____ NOTARY PUBLIC: _____			
SCOPE OF WORK: _____					

MECHANICAL SUB-CONTRACTOR / APPLICANT INFORMATION:				LICENSE NO.: _____	
NAME: _____		QUALIFIER NAME: _____			
ADDRESS: _____		CITY/STATE: _____		ZIP: _____	
QUALIFIER TEL: _____	FAX: _____	EMAIL: _____			
CONTACT NAME: _____		CONTACT TEL: _____			
QUALIFIER SIGNATURE: _____					
SWORN BEFORE ME THIS _____ DAY OF _____		20____ NOTARY PUBLIC: _____			
SCOPE OF WORK: _____					

PLUMBING SUB-CONTRACTOR / APPLICANT INFORMATION:				LICENSE NO.: _____	
NAME: _____		QUALIFIER NAME: _____			
ADDRESS: _____		CITY/STATE: _____		ZIP: _____	
QUALIFIER TEL: _____	FAX: _____	EMAIL: _____			
CONTACT NAME: _____		CONTACT TEL: _____			
QUALIFIER SIGNATURE: _____					
SWORN BEFORE ME THIS _____ DAY OF _____		20____ NOTARY PUBLIC: _____			
SCOPE OF WORK: _____					

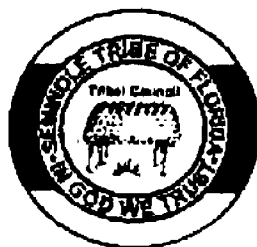
ROOF SUB-CONTRACTOR / APPLICANT INFORMATION:				LICENSE NO.: _____	
NAME: _____		QUALIFIER NAME: _____			
ADDRESS: _____		CITY/STATE: _____		ZIP: _____	
QUALIFIER TEL: _____	FAX: _____	EMAIL: _____			
CONTACT NAME: _____		CONTACT TEL: _____			
QUALIFIER SIGNATURE: _____					
SWORN BEFORE ME THIS _____ DAY OF _____		20____ NOTARY PUBLIC: _____			
SCOPE OF WORK: _____					

OTHER SUB-CONTRACTOR SPECIALTY _____ / APPLICANT INFORMATION:				LICENSE NO.: _____	
NAME: _____		QUALIFIER NAME: _____			
ADDRESS: _____		CITY/STATE: _____		ZIP: _____	
QUALIFIER TEL: _____	FAX: _____	EMAIL: _____			
CONTACT NAME: _____		CONTACT TEL: _____			
QUALIFIER SIGNATURE: _____					
SWORN BEFORE ME THIS _____ DAY OF _____		20____ NOTARY PUBLIC: _____			
SCOPE OF WORK: _____					

ALL FIELDS MUST BE COMPLETED OR N/A

SEMINOLE TRIBE OF FLORIDA

DAVID BURGESS
Building Official Director
Tribal Inspector's Office
6163 Taft Street, Suite 308
Hollywood, Florida 33024
T: (954) 894-1000 Ext.
10912
F: (954) 984-1521



MARCELLUS W. OSCEOLA, JR., Chairman
MITCHELL CYPRESS, Vice Chairman
ANDREW J. BOWENS, JR., Brighton Councilman
CHRISTOPHER OSCEOLA, Hollywood Councilman
MANUEL M. TIGER, Big Cypress Councilman
LAVONNE ROSE, Secretary
PETER A. HAHN, Treasurer

CONTRACTOR'S REGISTRATION

Please print clearly

Company Name: _____
(as it appears on the State license)

Company Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: () _____ Business Fax No: () _____

Contact Name: _____ Email: _____

Qualifier's Name: _____

PLEASE SUBMIT A COPY OF THE FOLLOWING

STATE OR COUNTY LICENSE / CERTIFICATION
GENERAL LIABILITY
WORKERS COMPENSATION

The certificate must name The Seminole Tribe of Florida Inspectors Department, 6363 Taft St., Suite 308, Hollywood, FL 33024 as the certificate holder and as additional insured. The additional insured needs to be included in the description box on the certificate and also by separate endorsement.

EXHIBIT G

Lennar Pool Home Confirmation Notice

EXHIBIT H

Form of Member Home Purchase Agreement

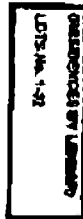
EXHIBIT "B"

B-1

EXHIBIT I

Description of Mable T Property



[illegible]

TRIAL DISCOUNT OPTION!
LOTS #12-14

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Lyons

Ms. A.9.2.10.1.1

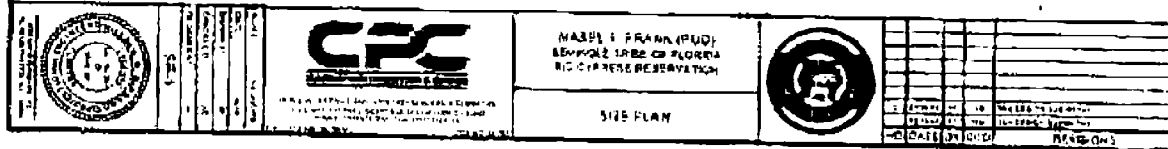
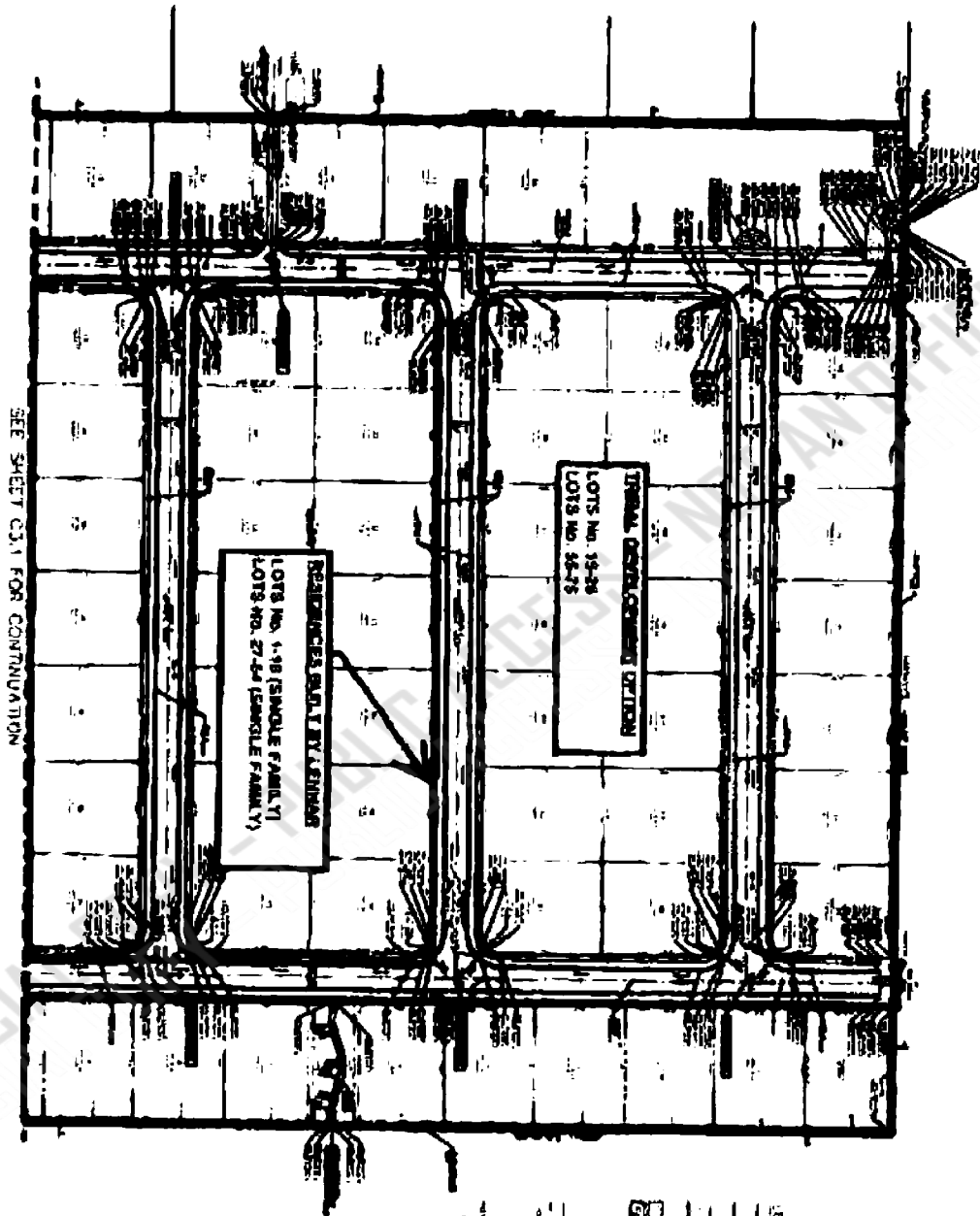


EXHIBIT J

Description of Seminole Park Property



SEE SHEET C-1 FOR CONTINUATION

800 PLANS



SITE GEOMETRY MASTER PLAN 1

MILLER LEGG

SEMINOLE PARK HOUSING DEVELOPMENT

SITE & UTILITY PLANS
FOR: SEMINOLE TRIBE OF FLORIDA

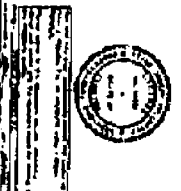
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93	0.12	8,361	
94	0.12	8,361	
95	0.12	8,361	
96	0.12	8,361	
97	0.12	8,361	
98	0.12	8,361	
99	0.12	8,361	
100	0.12	8,361	

IDEAL DEVELOPMENT OPTION
 LOTS NO. 1-30
 LOTS NO. 31-50

SEE SHEET C-1 FOR CONTINUATION

RESIDENCES BUILT BY LENNAR
 LOTS NO. 1-18 (SINGLE FAMILY)
 LOTS NO. 21-34 (SINGLE FAMILY)

Future Development Tract
 (Subject to be determined)



SITE GEOMETRY MASTER PLAN 2

MILLER LEGG
 ENGINEERS & ARCHITECTS
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 Phone: (305) 555-1234
 Fax: (305) 555-1235

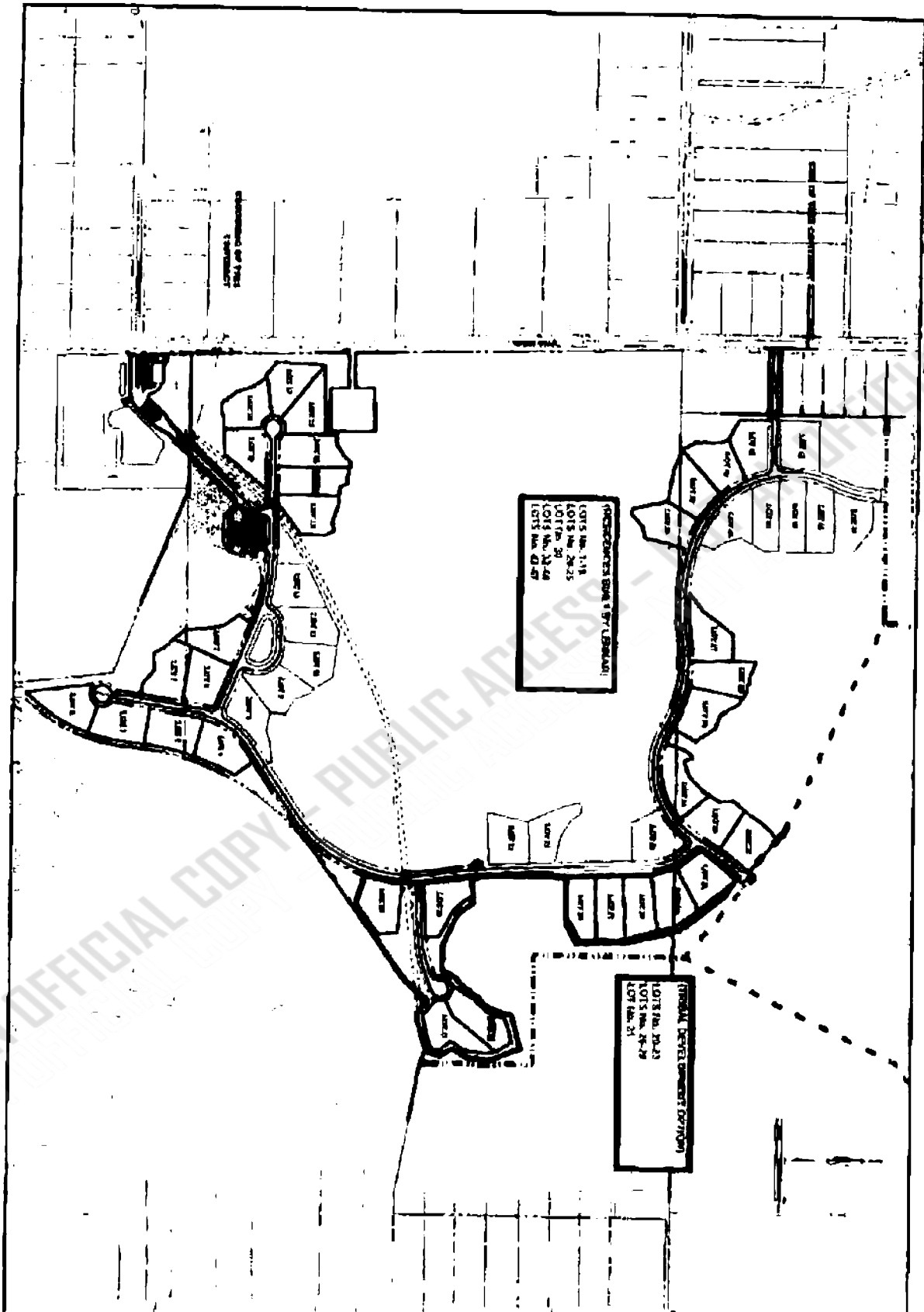
SEMINOLE PARK HOUSING DEVELOPMENT
 SITE & UTILITY PLANS
 FOR: SEMINOLE TRIBE OF FLORIDA

DATE	10/1/2010
BY	J. Smith
CHECKED	M. Jones
APPROVED	

EXHIBIT K

Description of Lakeland Property

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY



NOT AN OFFICIAL COPY

PHASE I
 SEASIDE TRAIL OF FLORIDA
 LAND AND TRUST INFRASTRUCTURE
 DEVELOPMENT

PLAN KEY SHEET

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

PHASE I
 SEASIDE TRAIL OF FLORIDA
 LAND AND TRUST INFRASTRUCTURE
 DEVELOPMENT

PLAN KEY SHEET

NOT AN OFFICIAL COPY

EXHIBIT I.

Insurance

Builder shall procure and maintain the following insurance coverages:

1. **Workers' Compensation:**

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

2. **Commercial Auto Coverage:**

Automobile Liability coverage in the amount of \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. **Commercial General Liability:**

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) with limits as follows:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

The policy must include:

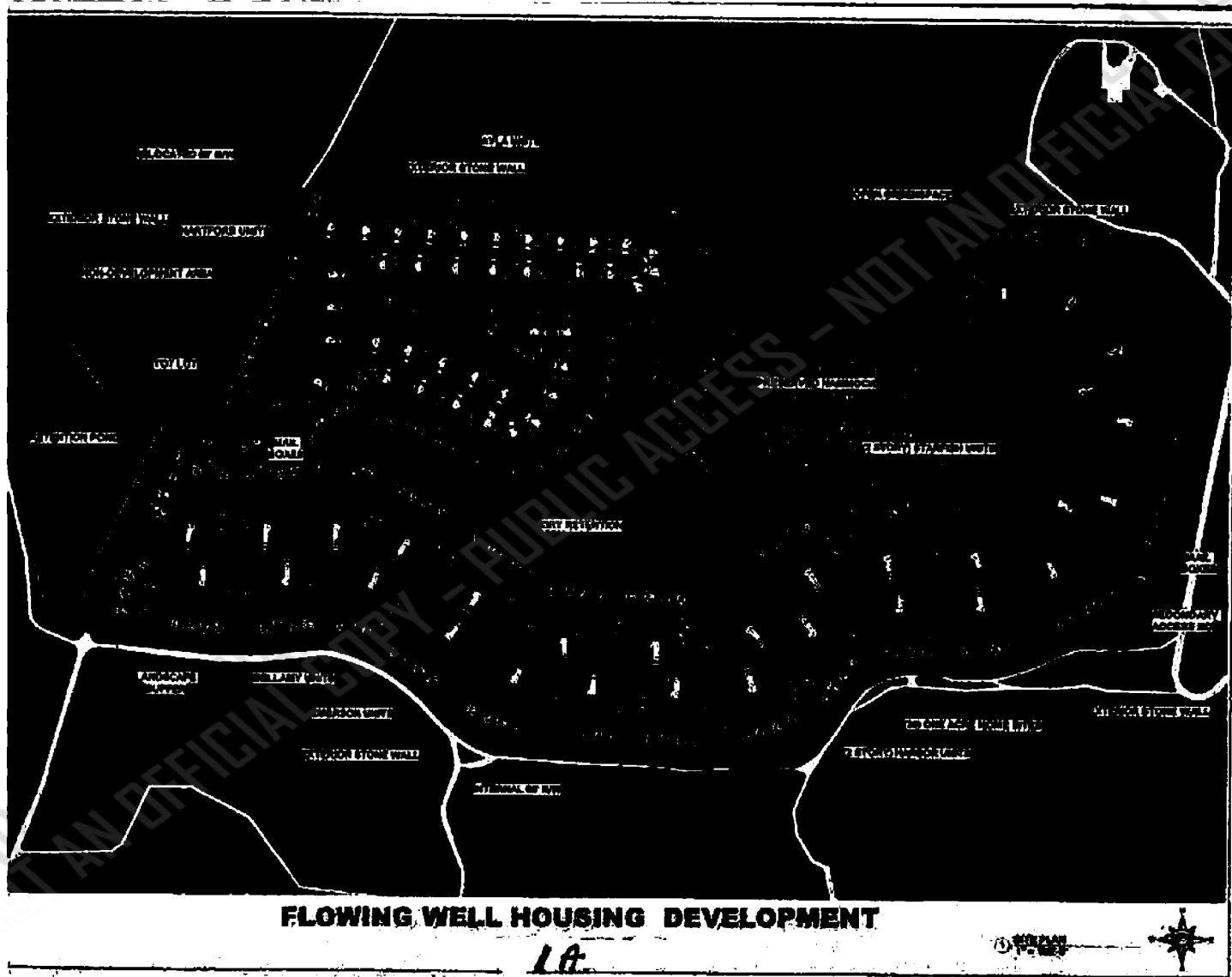
- a) An Additional Insured Endorsement naming as additional insured: "Seminole Tribe of Florida" together with Waiver of Subrogation Endorsement.
- b) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. **Other Requirements:**

- a) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII
- b) Certificates of Insurance will be provided upon written request from STOF.

ACTIVE 39952159v03

EXHIBIT 1A



AMENDMENT NO. 2

This is Amendment No. 2 to the Community Development Agreement ("CDA") effective as of September 10, 2019, the last date of the CDA signature page, between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123, (hereinafter the "Tribe") and LENNAR HOMES, LLC, a Florida limited liability company (hereinafter "Lennar"). Terms not otherwise defined herein shall have the meaning described to them in the CDA.

RECITALS

WHEREAS, the Tribal Council of the Seminole Tribe of Florida approved the CDA by Tribal Council Resolution No. C-557-19 adopted on August 23, 2019 titled: "APPROVAL OF THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY".

WHEREAS, Amendment No. 1, attached hereto as Attachment A, was authorized by Tribal Council Resolution No. C-411-20 adopted on August 21, 2020 and titled "APPROVAL OF AMENDMENT NO. 1 TO THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC, SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY; RATIFICATION OF EXECUTION OF AMENDMENT NO. 1 BY THE CHAIRMAN OF THE TRIBAL COUNCIL"; adding the Flowing Well Property on the Brighton Seminole Indian Reservation to the list of Initial Communities.

WHEREAS, the Tribal Community Development Department of the Tribe (hereinafter "TCD") has determined the need for the additional housing development for the land known as the Lakeland Property, which is divided into four (4) phases, by adding twenty-six (26) Member Homes in Phase II and twenty-six (26) Member Homes in Phase III. Phase IV is not included in this Amendment.

WHEREAS, the TCD has determined the need for the additional housing development for the land known as the Flowing Well Property, by adding one (1) lot designated for Tribal Lease Pool Homes and increasing the original thirty-nine (39) homes on the lots designated as "Lease Pool Homes by Lennar" to forty (40) "Lease Pool Homes by Lennar".

WHEREAS, the TCD has determined the need for housing development for the land known as the RV Hideaway Property located in the Hollywood Seminole Indian Reservation in the Seminole Park Development, including construction of multiple townhome buildings with up to a total of sixty (60) residential units, demolition of the existing mobile home park, and site infrastructure improvements.

NOW THEREFORE, the Tribe and Lennar hereby agree that the CDA shall be amended as follows:

1. Article X, Initial Communities, of the CDA shall be amended to modify Section 10.03, and Exhibit K shall be replaced with Exhibit K, Amendment No. 2, attached hereto and made a part hereof, as follows:

Section 10.03 Lakeland Property. The Tribal Residential Lands include, without limitation, land known the "Lakeland Property" which consists of four (4) phases as described on Exhibit K, Amendment No. 2 within the Lakeland Trust lands. Phase IV is not included in this Amendment but may be considered and incorporated into the CDA by future Amendment. This Agreement shall constitute the Community Commencement Notice for the Lakeland Property. Builder shall:

- a. Phase I - Build on the Phase I Lakeland Property, forty-six (46) Member Homes. The Tribe shall be the Infrastructure Party. Construction of a home on lot 41, as indicated on Exhibit K, Amendment 2 is not included.
- b. Phase II - Build on the Phase II Lakeland Property, twenty-six (26) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party.
- c. Phase III - Build on the Phase III Lakeland Property, twenty-six (26) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party.

2. Article X, Initial Communities, of the CDA shall be amended to modify Section 10.05, and Exhibit 1A shall be replaced with Exhibit 1A, Amendment No. 2, attached hereto and made a part hereof, as follows:

Section 10.05 Flowing Well Property. The Tribal Residential Lands include, without limitation, land known the "Flowing Well Property" consisting of seventy (70) lots described on Exhibit 1A, Amendment No. 2, within the Brighton Seminole Indian Reservation. Builder shall build on the Flowing Well Property forty (40) homes on the lots designated as "Lease Pool Homes by Lennar", and 30 homes designated as "Residences by Lennar" on Exhibit 1A, Amendment No. 2. The homes shall be constructed utilizing the same plans, specifications, and elevations as in the Mabel T. Frank and Seminole Park single family homes as shown on Exhibit 1A, Amendment No. 2. Lennar shall be the Infrastructure Party. The Tribe shall retain the Tribal Development Option in Section 10.04 of the CDA. This Agreement shall constitute the Community Commencement Notice for the Flowing Well Property.

- 3 Article X, Initial Communities, of the CDA shall be amended to add Section 10.06 and add Exhibit 1B, Amendment 2, attached hereto and made a part hereof, as follows:

Section 10.06 RV Hideaway Property. The Tribal Residential Lands include, without limitation, land known the "RV Hideaway Property" consisting of multiple townhome buildings with up to a total of sixty (60) townhomes as described on the conceptual plan marked Exhibit 1B, Amendment 2, within the Hollywood Reservation. This Agreement shall constitute the Community Commencement Notice for the RV Hideaway Property. Lennar shall be the Infrastructure Party.

- a. Build on the RV Hideaway Property multiple townhome buildings with up to sixty (60) townhomes collectively. The townhomes shall be constructed utilizing the same plans, specifications, and elevations as the townhomes in Phase I of the Seminole Park Property. Lennar shall be the Infrastructure Party. Lennar shall be responsible for all necessary demolition of the existing RV Hideaway site including but not limited to above and underground utilities, trailers, buildings, roadways, slabs, and all other incidental demolition activities to prepare the site for construction of the new community. Lennar, acting at the direction of the Tribe and as the Tribe's contractor, if required, shall perform environmental remediation of the RV Hideaway Property.

All other terms and conditions of the CDA as well as the terms and conditions added by Amendment No. 1, unless otherwise amended herein, are to remain in full force and effect. To the extent there is any inconsistency between the Agreement, as modified by Amendment No. 1, and this Amendment No. 2, this Amendment No. 2 shall control to the extent of the inconsistency.

Attachments:

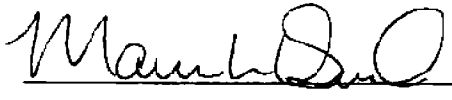
- Attachment A – Amendment No. 1 (Incorporated by reference)
- Exhibit K, Amendment No. 2 – Lakeland Property
- Exhibit 1A, Amendment No. 2 – Flowing Well Property
- Exhibit 1B, Amendment No. 2 – RV Hideaway Property

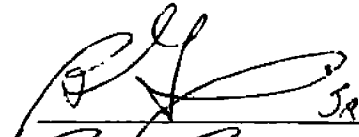
END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused the Amendment No. 2 to the Agreement to be executed by their duly authorized representatives on the respective dates set forth below at the Hollywood Seminole Indian Reservation, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA,
A federally recognized Indian Tribe Under
25 U.S.C. §5123

LENNAR HOMES, LLC,
a Florida limited liability company

By: 
Name: Marcellus W. Osceola, Jr.
Title: Chairman
Date: 3/9/2021

By:  SR VP
Name: Bruce Crumpton
Title: SR. VICE PRES
Date: 4/28/2021

AMENDMENT NO. 1

This is Amendment No. 1 to the Community Development Agreement (“CDA”) effective as of September 10, 2019, the last date of the CDA signature page, between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123, (hereinafter the “Tribe”) and LENNAR HOMES, LLC, a Florida limited liability company (hereinafter “Lennar”), which CDA is attached hereto as Attachment A, and by this reference incorporated herein. Terms not otherwise defined herein shall have the meaning described to them in the CDA.

RECITALS

WHEREAS, the Tribal Council of the Seminole Tribe of Florida approved the CDA by Tribal Council Resolution No. C-557-19 adopted on August 23, 2019 titled: “APPROVAL OF THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY”.

WHEREAS, the CDA includes a provision that the Tribe has the Tribal Development Option to reserve certain lots in the following communities for its own development as listed below or to designate and release the lots for construction of homes by Lennar Homes, LLC (hereinafter “Lennar”) through a Community Commencement Notice:

Mabel T. Property, Lots 33-49 (total 17)
Seminole Park, Lots 19-26, and 55-75 (total 29)
Lakeland Property, Lots 20-23, 26-29, and 31 (total 9); and

WHEREAS, the Tribal Community Development Department of the Tribe subsequently determined that it was in the best interest of the Tribe and its Tribal members to exercise the Tribal Development Option to designate and release the above lots, and on or about May 6, 2020, the authorized representative of Lennar acknowledged and accepted the Community Commencement Notice which included the stipulation that the Tribe continues to reserve the right to construct homes for its members upon subsequent timely notice to Lennar, in the event such need shall arrive; and

WHEREAS, the Tribal Community Development Department has determined the need for housing development for the Flowing Well property on the Brighton Seminole Indian Reservation consisting of sixty-nine (69) lots. Thirty-nine (39) of the lots will be designated for Tribal Lease Pool Homes; and

NOW THEREFORE, the Tribe and Lennar hereby agree that the CDA shall be amended as follows:

1. Article X, Initial Communities, of the CDA shall be amended to add **Section 10.05** as follows:

Section 10.05 Flowing Well Property. The Tribal Residential Lands include, without limitation, land known the **“Flowing Well Property”** consisting of sixty-nine (69) lots described on **Exhibit 1A**, within the Brighton Seminole Indian Reservation. Builder shall build on the Flowing Well Property thirty-nine (39) homes on the lots designated as “Lease Pool Homes By Lennar”, and 30 homes designated as Residences by Lennar” on

Exhibit 1A with the Tribe retaining the Tribal Development Option in Section 10.04 of the CDA. Lennar shall be the Infrastructure Party for the Flowing Well Property.


Amendment No. 1 and Exhibit 1A attached hereto shall be incorporated into the CDA and made a part thereof.


All other terms and conditions of the CDA, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the CDA to be executed by their duly authorized representatives on the respective dates set forth below at the Hollywood Seminole Indian Reservation, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA,
A federally recognized Indian Tribe Under
25 U.S.C. §5123

LENNAR HOMES, LLC,
a Florida limited liability company


By: 
Name: Marcellus W. Osceola, Jr.
Title: Chairman
Date: 6/16/20

By: 
Name: Jan Broussier
Title: V.P.
Date: 6/15/20

Witnesses:

Signature

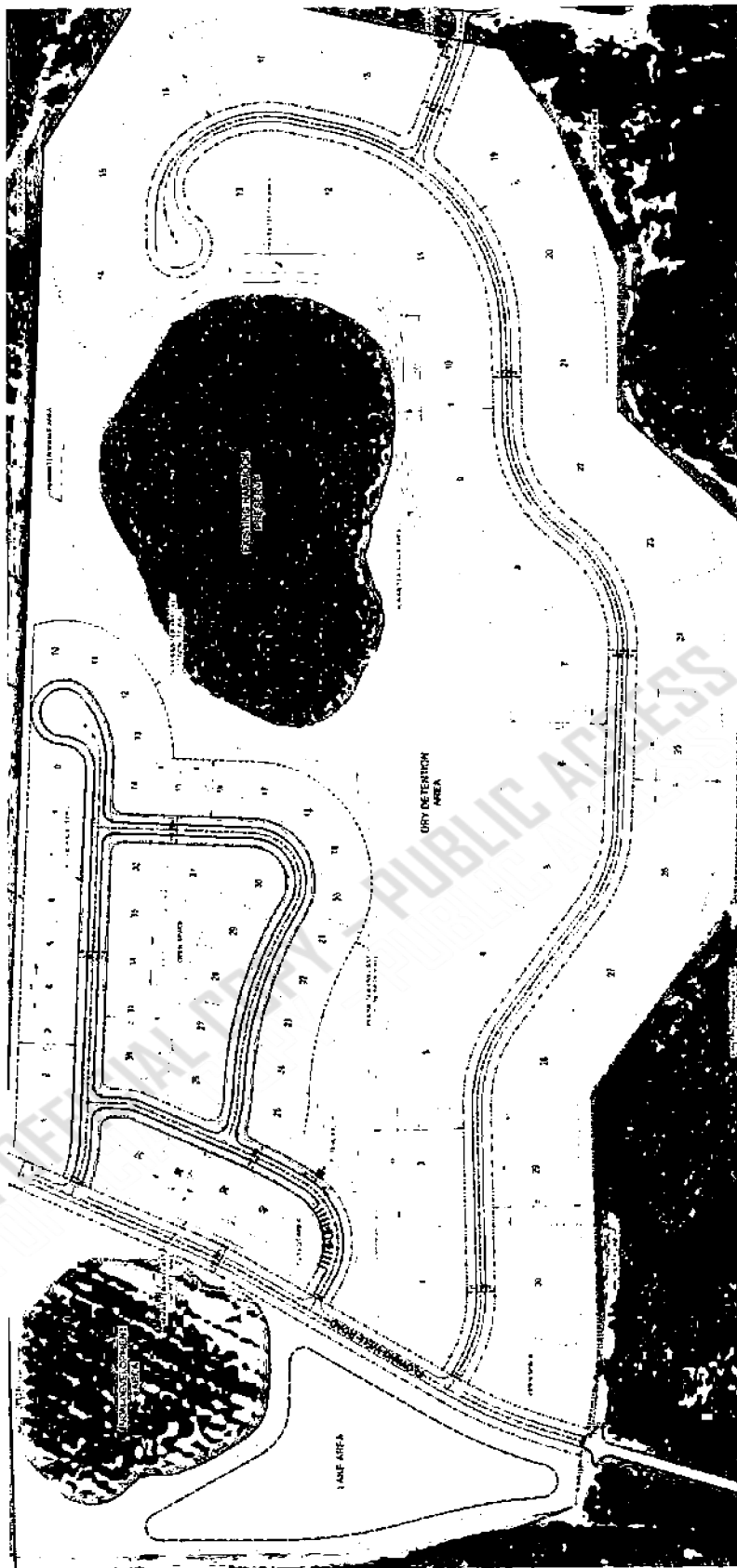
Print Name

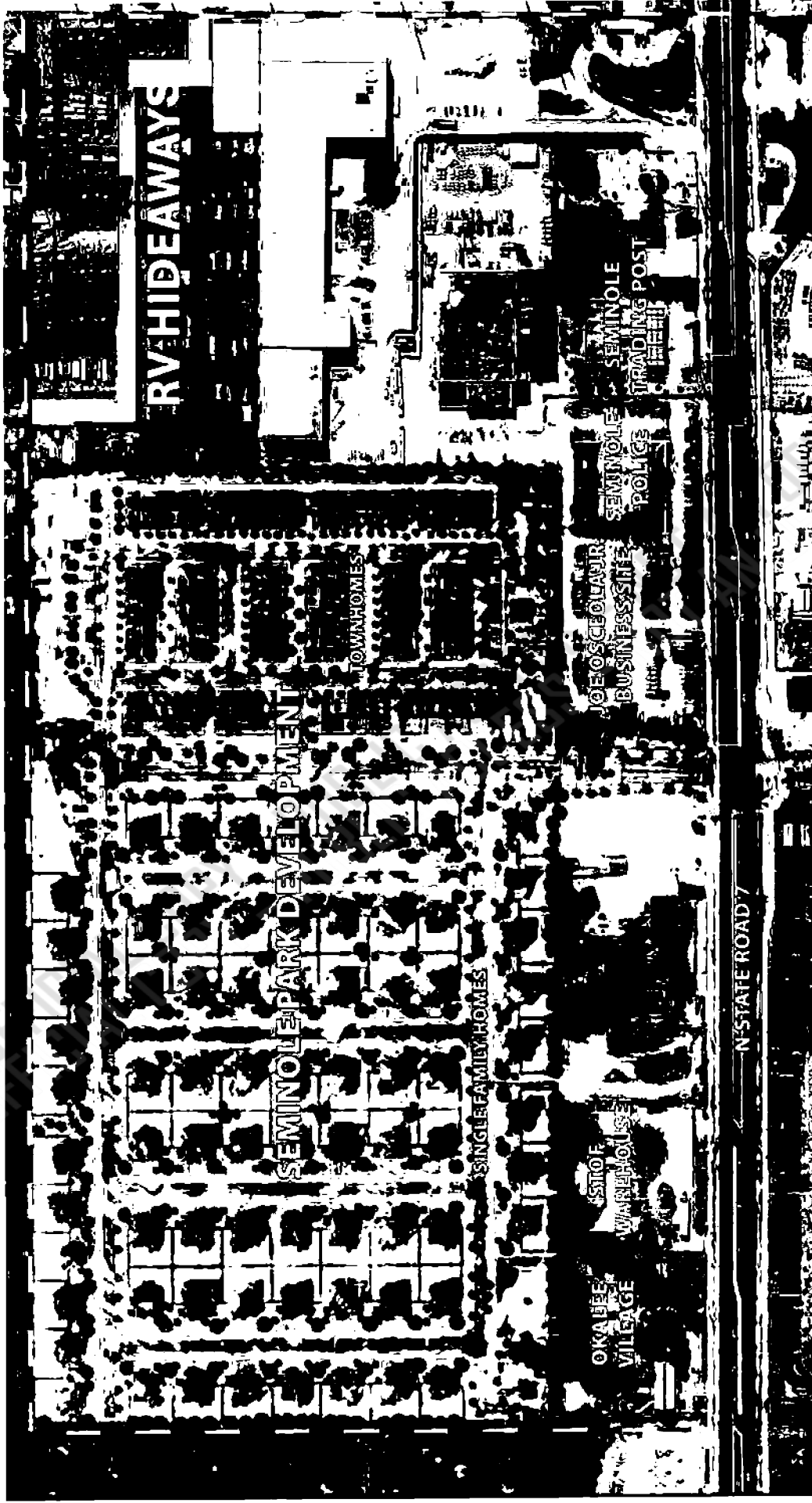

Signature
Karen Kahn
Print Name

H:\REV\Lennar\Homes_CDA_draft Amend 1.docx

Amendment #1
Community Development Agreement
Lennar Homes, LLC

EXHIBIT 1A AMENDMENT NO. 2
Flowing Well Property





RV HIDEAWAYS LOCATION MAP

GAMING
WAREHOUSES

SEMINOLE BUSINESS
COMPOUNDS

SEMINOLE COMPOUND DRIVE

RANDOLPH CLAY DRIVE

1 SITE PLAN
1" = 50'-0"



AMENDMENT NO. 3

This is Amendment No. 3 to the Community Development Agreement ("CDA") effective as of September 10, 2019, the last date of the CDA signature page, between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123, (hereinafter the "Tribe") and LENNAR HOMES, LLC, a Florida limited liability company (hereinafter "Lennar"). Terms not otherwise defined herein shall have the meaning described to them in the CDA.

RECITALS

WHEREAS, the Tribal Council of the Seminole Tribe of Florida approved the CDA by Tribal Council Resolution No. C-557-19 adopted on August 23, 2019 titled: "APPROVAL OF THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY";

WHEREAS, Amendment No. 1, was authorized by Tribal Council Resolution No. C-411-20 adopted on August 21, 2020 and titled "APPROVAL OF AMENDMENT NO. 1 TO THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC, SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY; RATIFICATION OF EXECUTION OF AMENDMENT NO. 1 BY THE CHAIRMAN OF THE TRIBAL COUNCIL", adding the Flowing Well Property on the Brighton Seminole Indian Reservation to the list of Initial Communities.

WHEREAS, Amendment No. 2, attached hereto as Attachment A, was authorized by Tribal Council Resolution No. C-245-21 adopted on March 5, 2021 and titled "APPROVAL OF AMENDMENT NO. 2 TO THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY", adding twenty-six (26) Member Homes in Phase II, and twenty-six (26) Member Homes in Phase III to the Lakeland Property; adding one (1) lot designated for Tribal Lease Pool Homes, increasing the original thirty-nine (39) homes on the lots designated as "Lease Pool Homes by Lennar" to forty (40) "Lease Pool Homes by Lennar" to the Flowing Well Property; and, adding the RV Hideaway Property on the Hollywood Seminole Indian Reservation to the list of Initial Communities.

WHEREAS, the Tribal Community Development Department of the Tribe (hereinafter "TCD") has determined the need for the additional housing development for the land known as the Groves Housing Development located on the Big Cypress Seminole Indian Reservation, which is divided into two (2) phases. Phase I includes fifty-seven (57) Lease Pool Homes, a playground with parking, boundary road widening, perimeter wall, and water retention areas.

WHEREAS, the TCD has determined the need for housing development for the land known as the 8 Clans Multi-Family Development located in the Hollywood Seminole Indian Reservation, including construction of multiple townhome buildings with up to a total of nineteen (19) Lease Pool Homes, a playground with parking, perimeter wall, retention areas, and a cemetery parking lot expansion.

WHEREAS, the TCD has determined the need for the additional housing development for the land known as the Otter Trail Development located on the Immokalee Seminole Indian Reservation, including either single family homes or multiple townhome buildings, a playground, parking spaces, a pedestrian bridge, and roadway construction.

NOW THEREFORE, the Tribe and Lennar hereby agree that the CDA shall be amended as follows:

1. Article X, Initial Communities, of the CDA shall be amended to add Section 10.07 and add Exhibit 1A, Amendment 3, attached hereto and made a part hereof, as follows:

Section 10.07 Groves Housing Development. The Tribal Residential Lands include, without limitation, land known the "Groves Housing Development" located on the Big Cypress Seminole Indian Reservation, consisting of two (2) phases. Phase I includes fifty-seven (57) Lease Pool Homes, a playground with parking, boundary road widening, perimeter wall, and water retention areas, as described on the conceptual plan marked Exhibit 1A, Amendment 3. The homes shall be constructed utilizing the same plans, specifications, and elevations as in the Mabel T. Frank and Seminole Park single family homes. Lennar shall be the Infrastructure Party. The Tribe shall retain the Tribal Development Option in Section 10.04 of the CDA. This Agreement shall constitute the Community Commencement Notice for the Groves Housing Development.

2. Article X, Initial Communities, of the CDA shall be amended to add Section 10.08 and add Exhibit 1B, Amendment 3, attached hereto and made a part hereof, as follows:

Section 10.08 8 Clans Multi-Family Development. The Tribal Residential Lands include, without limitation, land known the "8 Clans Multi-Family Development" located in the Hollywood Seminole Indian Reservation, including construction of multiple townhome buildings with up to a total of nineteen (19) Lease Pool Homes, a playground with parking, perimeter wall, retention areas, and a cemetery parking lot expansion, as described on the conceptual plan marked Exhibit 1B, Amendment 3. The units shall be constructed utilizing the same plans, specifications, and elevations as the townhomes in Phase I of the Seminole Park Property. Lennar shall be the Infrastructure Party. This Agreement shall constitute the Community Commencement Notice for the 8 Clans Multi-Family Development.

3. Article X, Initial Communities, of the CDA shall be amended to add Section 10.09 and add Exhibit 1C, Amendment 3, attached hereto and made a part hereof, as follows:

Section 10.09 Otter Trail Development. The Tribal Residential Lands include, without limitation, land known the "Otter Trail Development" located on the Immokalee Seminole Indian Reservation, including construction of either single-family homes or multiple townhome buildings, a playground, parking spaces, a pedestrian bridge, and roadway construction, as described on the conceptual plan marked Exhibit 1C, Amendment 3. The units shall be constructed utilizing the

same plans, specifications, and elevations as the townhomes in Phase I of the Seminole Park Property. Lennar shall be the Infrastructure Party. This Agreement shall constitute the Community Commencement Notice for the Otter Trail Development.

All other terms and conditions of the CDA as well as the terms and conditions added by Amendment No. 1 and Amendment No. 2, unless otherwise amended herein, are to remain in full force and effect. To the extent there is any inconsistency between the Agreement, as modified by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, this Amendment No. 3 shall control to the extent of the inconsistency.

Attachments:


Attachment A – Amendment No. 2 (Incorporated by reference)
Exhibit 1A, Amendment No. 3 – Groves Housing Development
Exhibit 1B, Amendment No. 3 – 8 Clans Multi-Family Development
Exhibit 1C, Amendment No. 3 – Otter Trail Development


END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused the Amendment No. 3 to the Agreement to be executed by their duly authorized representatives on the respective dates set forth below at the Hollywood Seminole Indian Reservation, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA,
A federally recognized Indian Tribe Under
25 U.S.C. §5123

LENNAR HOMES, LLC,
a Florida limited liability company

By: 
Name: Marcellus W. Osceola, Jr.
Title: Chairman
Date: 8/9/2007

By: 
Name: Bruce Grundt
Title: Jr. Vice President
Date: 6/30/2007

ACTIVE 57597239v3

AMENDMENT NO. 2

This is Amendment No. 2 to the Community Development Agreement ("CDA") effective as of September 10, 2019, the last date of the CDA signature page, between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123, (hereinafter the "Tribe") and LENNAR HOMES, LLC, a Florida limited liability company (hereinafter "Lennar"). Terms not otherwise defined herein shall have the meaning described to them in the CDA.

RECITALS

WHEREAS, the Tribal Council of the Seminole Tribe of Florida approved the CDA by Tribal Council Resolution No. C-557-19 adopted on August 23, 2019 titled: "APPROVAL OF THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY".

WHEREAS, Amendment No. 1, attached hereto as Attachment A, was authorized by Tribal Council Resolution No. C-411-20 adopted on August 21, 2020 and titled "APPROVAL OF AMENDMENT NO. 1 TO THE COMMUNITY DEVELOPMENT AGREEMENT BETWEEN THE SEMINOLE TRIBE OF FLORIDA AND LENNAR HOMES, LLC, SUBJECT TO CERTAIN CONDITIONS; LIMITED WAIVER OF SOVEREIGN IMMUNITY; RATIFICATION OF EXECUTION OF AMENDMENT NO. 1 BY THE CHAIRMAN OF THE TRIBAL COUNCIL", adding the Flowing Well Property on the Brighton Seminole Indian Reservation to the list of Initial Communities.

WHEREAS, the Tribal Community Development Department of the Tribe (hereinafter "TCD") has determined the need for the additional housing development for the land known as the Lakeland Property, which is divided into four (4) phases, by adding twenty-six (26) Member Homes in Phase II and twenty-six (26) Member Homes in Phase III. Phase IV is not included in this Amendment.

WHEREAS, the TCD has determined the need for the additional housing development for the land known as the Flowing Well Property, by adding one (1) lot designated for Tribal Lease Pool Homes and increasing the original thirty-nine (39) homes on the lots designated as "Lease Pool Homes by Lennar" to forty (40) "Lease Pool Homes by Lennar".

WHEREAS, the TCD has determined the need for housing development for the land known as the RV Hideaway Property located in the Hollywood Seminole Indian Reservation in the Seminole Park Development, including construction of multiple townhome buildings with up to a total of sixty (60) residential units, demolition of the existing mobile home park, and site infrastructure improvements.

NOW THEREFORE, the Tribe and Lennar hereby agree that the CDA shall be amended as follows:

1. Article X, Initial Communities, of the CDA shall be amended to modify Section 10.03, and Exhibit K shall be replaced with Exhibit K, Amendment No. 2, attached hereto and made a part hereof, as follows:

Section 10.03 Lakeland Property. The Tribal Residential Lands include, without limitation, land known the "Lakeland Property" which consists of four (4) phases as described on Exhibit K, Amendment No. 2 within the Lakeland Trust lands. Phase IV is not included in this Amendment but may be considered and incorporated into the CDA by future Amendment. This Agreement shall constitute the Community Commencement Notice for the Lakeland Property. Builder shall:

- a. Phase I - Build on the Phase I Lakeland Property, forty-six (46) Member Homes. The Tribe shall be the Infrastructure Party. Construction of a home on lot 41, as indicated on Exhibit K, Amendment 2 is not included.
- b. Phase II - Build on the Phase II Lakeland Property, twenty-six (26) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party.
- c. Phase III - Build on the Phase III Lakeland Property, twenty-six (26) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party.

2. Article X, Initial Communities, of the CDA shall be amended to modify Section 10.05, and Exhibit 1A shall be replaced with Exhibit 1A, Amendment No. 2, attached hereto and made a part hereof, as follows:

Section 10.05 Flowing Well Property. The Tribal Residential Lands include, without limitation, land known the "Flowing Well Property" consisting of seventy (70) lots described on Exhibit 1A, Amendment No. 2, within the Brighton Seminole Indian Reservation. Builder shall build on the Flowing Well Property forty (40) homes on the lots designated as "Lease Pool Homes by Lennar", and 30 homes designated as "Residences by Lennar" on Exhibit 1A, Amendment No. 2. The homes shall be constructed utilizing the same plans, specifications, and elevations as in the Mabel T. Frank and Seminole Park single family homes as shown on Exhibit 1A, Amendment No. 2. Lennar shall be the Infrastructure Party. The Tribe shall retain the Tribal Development Option in Section 10.04 of the CDA. This Agreement shall constitute the Community Commencement Notice for the Flowing Well Property.

3. Article X, Initial Communities, of the CDA shall be amended to add Section 10.06 and add Exhibit 1B, Amendment 2, attached hereto and made a part hereof, as follows:

Section 10.06 RV Hideaway Property. The Tribal Residential Lands include, without limitation, land known the "RV Hideaway Property" consisting of multiple townhome buildings with up to a total of sixty (60) townhomes as described on the conceptual plan marked Exhibit 1B, Amendment 2, within the Hollywood Reservation. This Agreement shall constitute the Community Commencement Notice for the RV Hideaway Property. Lennar shall be the Infrastructure Party.

- a. Build on the RV Hideaway Property multiple townhome buildings with up to sixty (60) townhomes collectively. The townhomes shall be constructed utilizing the same plans, specifications, and elevations as the townhomes in Phase I of the Seminole Park Property. Lennar shall be the Infrastructure Party. Lennar shall be responsible for all necessary demolition of the existing RV Hideaway site including but not limited to above and underground utilities, trailers, buildings, roadways, slabs, and all other incidental demolition activities to prepare the site for construction of the new community. Lennar, acting at the direction of the Tribe and as the Tribe's contractor, if required, shall perform environmental remediation of the RV Hideaway Property.

All other terms and conditions of the CDA as well as the terms and conditions added by Amendment No. 1, unless otherwise amended herein, are to remain in full force and effect. To the extent there is any inconsistency between the Agreement, as modified by Amendment No. 1, and this Amendment No. 2, this Amendment No. 2 shall control to the extent of the inconsistency.

Attachments:

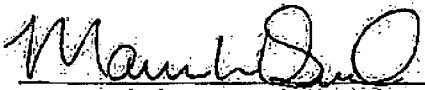
Attachment A – Amendment No. 1 (Incorporated by reference)
 Exhibit K, Amendment No. 2 – Lakeland Property
 Exhibit 1A, Amendment No. 2 – Flowing Well Property
 Exhibit 1B, Amendment No. 2 – RV Hideaway Property

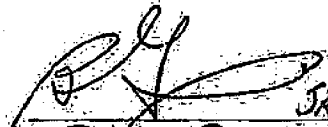
END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE

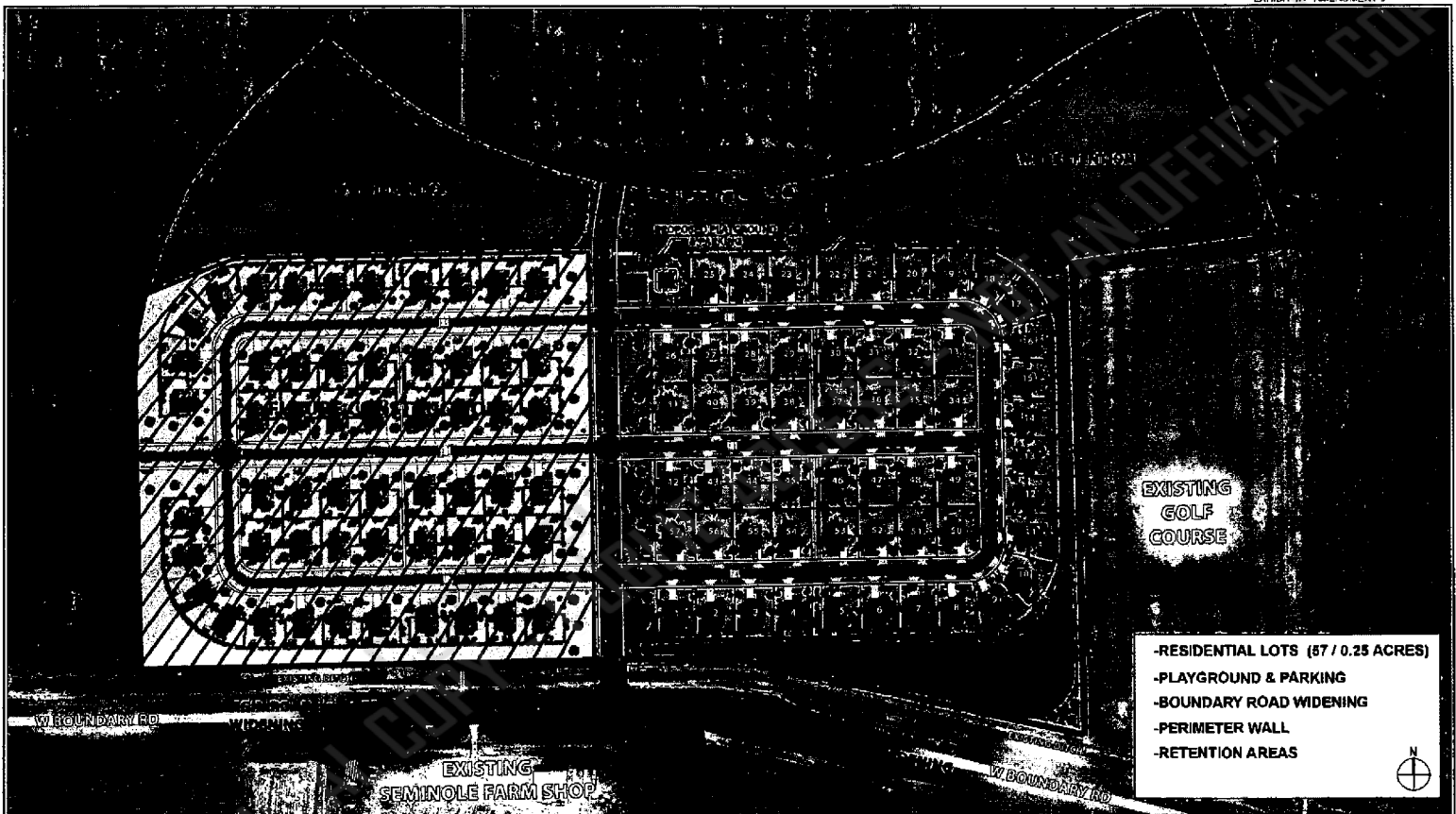
IN WITNESS WHEREOF, the parties hereto have caused the Amendment No. 2 to the Agreement to be executed by their duly authorized representatives on the respective dates set forth below at the Hollywood Seminole Indian Reservation, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA,
A federally recognized Indian Tribe Under
25 U.S.C. §5123

LENNAR HOMES, LLC,
a Florida limited liability company

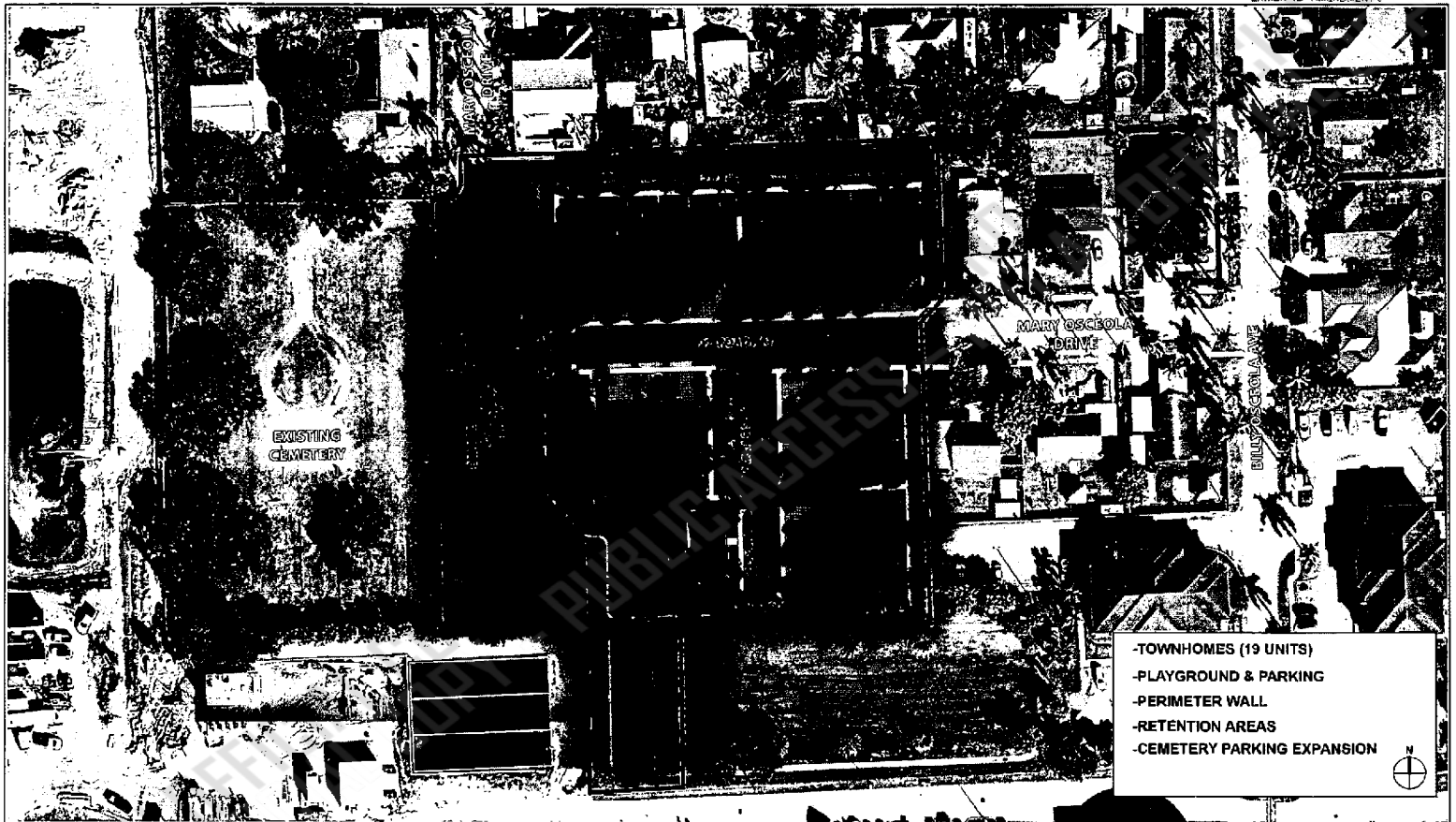
By: 
Name: Marcellus W. Osceola, Jr.
Title: Chairman
Date: 3/9/2021

By:  SR VP
Name: Bruce Crummit
Title: SR. Vice Pres.
Date: 4/28/2021



TRIBAL COMMUNITY
DEVELOPMENT

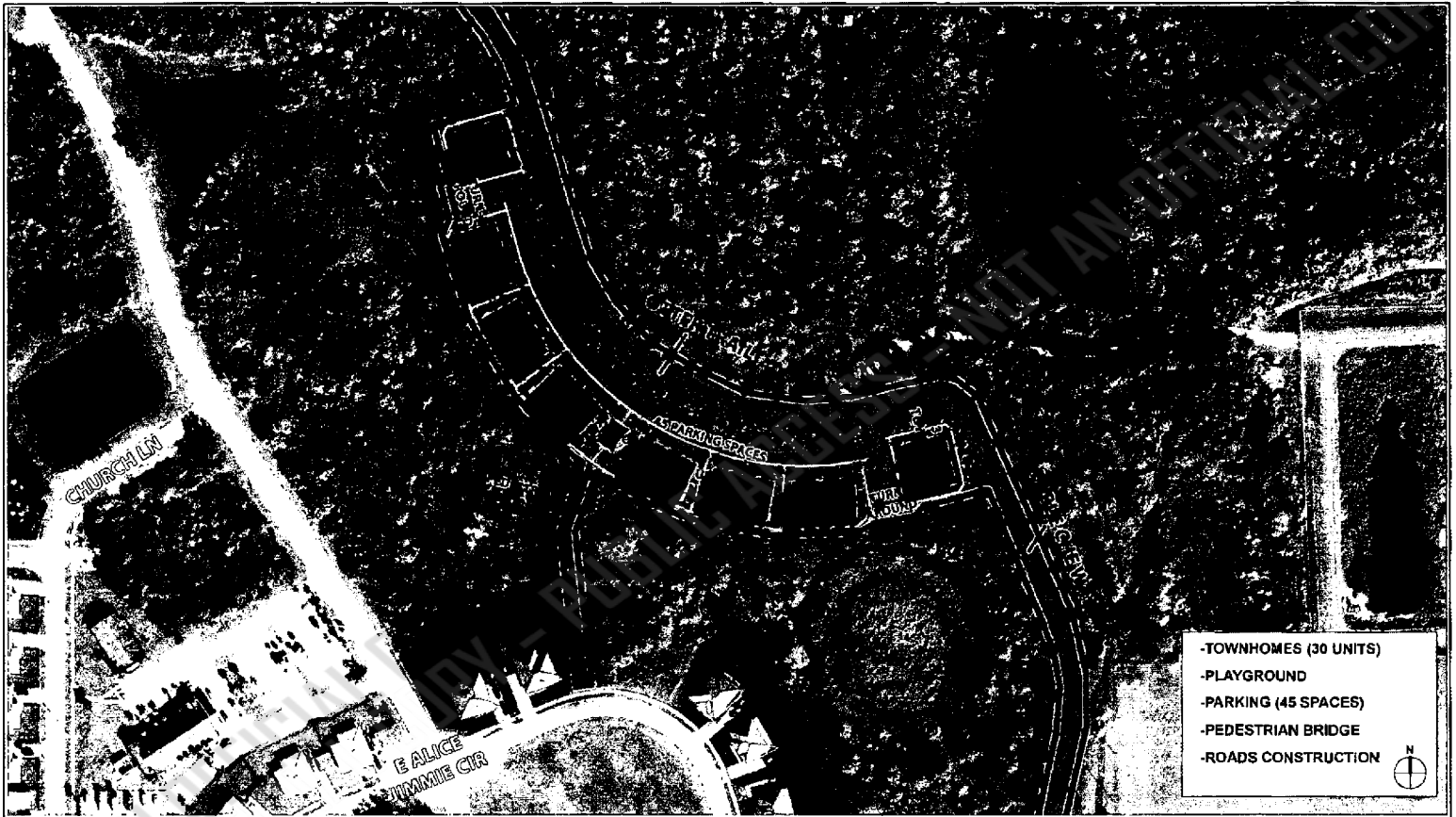
GROVES HOUSING DEVELOPMENT
BIG CYPRESS RESERVATION



TRIBAL COMMUNITY
DEVELOPMENT

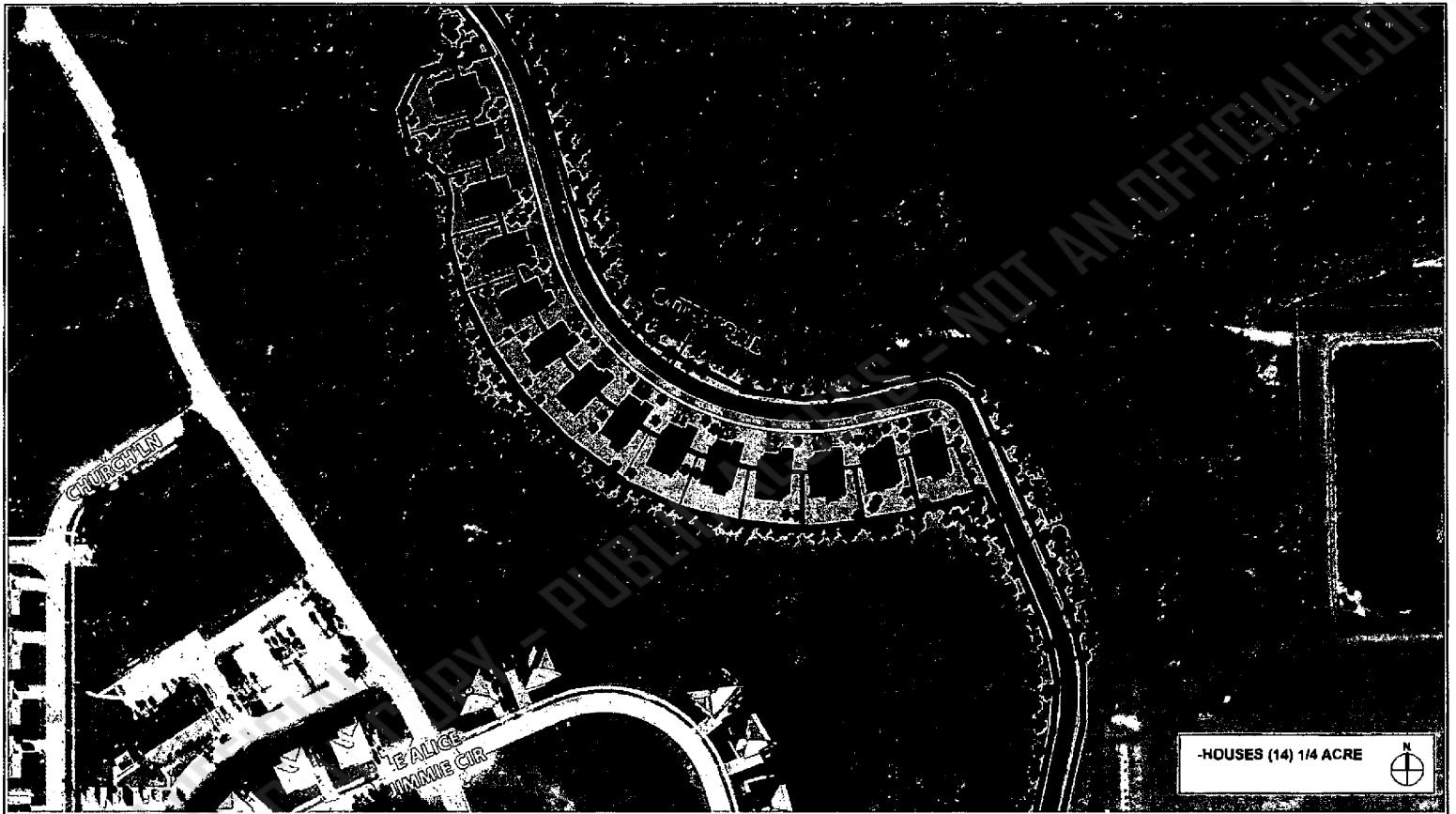
8 CLANS MULTI-FAMILY DEVELOPMENT

HOLLYWOOD RESERVATION



TRIBAL COMMUNITY
DEVELOPMENT

OTTER TRAIL DEVELOPMENT
IMMOKALEE RESERVATION



TRIBAL COMMUNITY
DEVELOPMENT

OTTER TRAIL DEVELOPMENT
IMMOKALEE RESERVATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gore Lieske & Associates Insurance Brokers, LP 15901 Red Hill Ave Suite 100 Tustin CA 92780	CONTACT NAME: Kelley Gubernick PHONE (A/C, No, Ext): 714-505-7000 E-MAIL: kgubernick@gorelieske.com ADDRESS: kgubernick@gorelieske.com	FAX (A/C, No): 714-573-1770
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : OLD REPUBLIC INS CO		24147
INSURER B : RLI INS CO		13056
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 435009195** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	MWZY31414520	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP3505945	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	MWC31414920	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance for Vendor application.

Certificate holder is named as additional insured on the General Liability per attached endorsement CG 20 10 04 13 as required by written contract subject to the terms and conditions of the policy. Waiver of Subrogation applies to the Workers' Compensation per attached endorsement WC 00 03 13 and General Liability per attached CG 24 04 05 09.

CERTIFICATE HOLDER**CANCELLATION**

The Seminole Tribe of Florida
Risk Management Department - RM 220
6300 Stirling Road
Hollywood FL 33024

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>As required by written contract or agreement.</p> <p>"It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insured shall be primary insurance, and any insurance maintained by the additional insured shall be excess and non-contributory with the insurance provided hereunder.</p>	<p>On File With Company</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III -- Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: MWZY 314149 20

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

If required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: MWC 314148 20

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY CONTRACT OR AGREEMENT

AMENDMENT NO. 4

This is Amendment No. 4 ("Amendment No. 4") to the Community Development Agreement entered into on September 10, 2019, between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123, ("STOF") and LENNAR HOMES, LLC, a Florida Limited Liability Company ("BUILDER") (the "Agreement"). Terms not otherwise defined herein shall have the meaning described to them in the Agreement.

RECITALS

WHEREAS, STOF and BUILDER entered into the Agreement for the development of residential communities on all Seminole Indian Reservations or other Tribal Trust land; and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on June 15, 2020, amending Article X **Initial Communities** of the Agreement, incorporating Section 10.05 for inclusion of the Flowing Well Property on the Brighton Seminole Indian Reservation; and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on April 28, 2021, amending Article X, **Initial Communities** of the Agreement, Section 10.03 *Lakeland Property*, adding twenty-six (26) homes in Phase II and twenty-six (26) homes in Phase III; amending Section 10.05 *Flowing Well Property*, increasing Lease Pool Homes by Lennar to forty (40) homes; and incorporating Section 10.06 for inclusion of the RV Hideaway Property on the Hollywood Seminole Indian Reservation; and

WHEREAS, the parties entered Amendment No. 3 to the Agreement on August 9, 2021, amending Article X, **Initial Communities** of the Agreement, incorporating Section 10.07 for inclusion of the Groves Housing Development on the Big Cypress Seminole Indian Reservation, Section 10.08 for inclusion of the 8 Clans Multi-Family Development on the Hollywood Seminole Indian Reservation, and Section 10.09 for inclusion of Otter Trail Development on the Immokalee Seminole Indian Reservation; and

WHEREAS, STOF and BUILDER agree that additional housing development on the Lakeland Trust Property ("Additional Development") is necessary; and

WHEREAS, the Additional Development will add forty-six (46) Member Homes in Phase IV and one (1) lot, Lot 147, to be re-designated as a helipad; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in return for the mutual promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by the parties, it is agreed as follows:

1. The above-referenced recitals are true and correct and are incorporated herein by reference.

2. Article X, INITIAL COMMUNITIES, Section 10.03 of the Agreement is replaced in whole with the following:

Lakeland Property. The Tribal Residential Lands include, without limitation, land known the "Lakeland Property" which consists of four (4) phases as described on Exhibit K, Amendment No. 4 within the Lakeland Trust lands. This Agreement shall constitute the Community Commencement Notice for the Lakeland Property. Builder shall:

- a. Phase I - Build on the Phase I Lakeland Property, forty-six (46) Member Homes. STOF shall be the Infrastructure Party. Construction of a home on lot 41, as indicated on Exhibit K, Amendment 2 is not included.
- b. Phase II - Build on the Phase II Lakeland Property, twenty-six (26) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party.
- c. Phase III - Build on the Phase III Lakeland Property, twenty-six (26) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party.
- d. Phase IV – Build on the Phase IV Lakeland Property forty-six (46) Member Homes. The homes shall be constructed utilizing the same plans, specifications, and elevations as in Phase I. Lennar shall be the Infrastructure Party. Community Infrastructure shall include one (1) lot, Lot 147, designated as a helipad.

3. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit K Amendment 4 – Lakeland Property

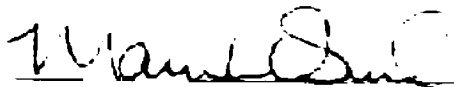
4. All other terms and conditions of the original Agreement and accompanying amendments remain in full force and effect.


END OF TEXT. SIGNATURES ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to the Agreement to be executed by their duly authorized representatives on the respective dates set forth below at the Hollywood Seminole Indian Reservation, Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA

LENNAR HOMES, LLC

By: 
Name: Marcellus W. Osceola, Jr.
Title: Chairman
Date: 5/31/2023

By:  J&VP
Name: Bruce Grundt
Title: Jr. Vice President
Date: 7/26/2023

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY



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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Exhibit 2

Address	City
31090 MABEL T FRANK CIR	CLEWISTON
31070 MABEL T FRANK CIR	CLEWISTON
31050 MABEL T FRANK CIR	CLEWISTON
31030 MABEL T FRANK CIR	CLEWISTON
31010 MABEL T FRANK CIR	CLEWISTON
31100 MABEL T FRANK CIR	CLEWISTON
31080 MABEL T FRANK CIR	CLEWISTON
31060 MABEL T FRANK CIR	CLEWISTON
31040 MABEL T FRANK CIR	CLEWISTON
31020 MABEL T FRANK CIR	CLEWISTON
31211 MABEL T FRANK CIR	CLEWISTON
31231 MABEL T FRANK CIR	CLEWISTON
31241 MABEL T FRANK CIR	CLEWISTON
31201 MABEL T FRANK CIR	CLEWISTON
31221 MABEL T FRANK CIR	CLEWISTON
31251 MABEL T FRANK CIR	CLEWISTON
31011 MABEL T FRANK CIR	CLEWISTON
31031 MABEL T FRANK CIR	CLEWISTON
31051 MABEL T FRANK CIR	CLEWISTON
31001 MABEL T FRANK CIR	CLEWISTON
31021 MABEL T FRANK CIR	CLEWISTON
31041 MABEL T FRANK CIR	CLEWISTON
31280 MABEL T FRANK CIR	CLEWISTON
31260 MABEL T FRANK CIR	CLEWISTON
31240 MABEL T FRANK CIR	CLEWISTON
31220 MABEL T FRANK CIR	CLEWISTON
31200 MABEL T FRANK CIR	CLEWISTON
31290 MABEL T FRANK CIR	CLEWISTON
31270 MABEL T FRANK CIR	CLEWISTON
31250 MABEL T FRANK CIR	CLEWISTON
31230 MABEL T FRANK CIR	CLEWISTON
31210 MABEL T FRANK CIR	CLEWISTON
29031 CUFFNEY TIGER WAY	CLEWISTON
35190 MABEL T FRANK WAY	CLEWISTON
29001 CUFFNEY TIGER WAY	CLEWISTON
35270 MABEL T FRANK WAY	CLEWISTON
35210 MABEL T FRANK WAY	CLEWISTON
35290 MABEL T FRANK WAY	CLEWISTON
34855 MABEL T FRANK WAY	CLEWISTON
29021 CUFFNEY TIGER WAY	CLEWISTON
29051 CUFFNEY TIGER WAY	CLEWISTON
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35150 MABEL T FRANK WAY	CLEWISTON
34875 MABEL T FRANK WAY	CLEWISTON
34895 MABEL T FRANK WAY	CLEWISTON
35250 MABEL T FRANK CIR	CLEWISTON

35230 MABEL T FRANK WAY	CLEWISTON
33965 E SALLY BUSTER CIRCLE	CLEWISTON
33955 ESALLY BUSTER CIR	CLEWISTON
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33896 E SALLY BUSTER CIRCLE	CLEWISTON
33906 E SALLY BUSTER CIR	CLEWISTON
33916 E SALLY BUSTER CIRCLE	CLEWISTON
33926 E SALLY BUSTER CIRCLE	CLEWISTON
33936 E SALLY BUSTER CIRCLE	CLEWISTON
33736 E PEGGY BILLIE LN	CLEWISTON
33975 E SALLY BUSTER CIRCLE	CLEWISTON
34045 E SALLY BUSTER CIRCLE	CLEWISTON
34076 E SALLY BUSTER CIRCLE	CLEWISTON
34096 E SALLY BUSTER CIRCLE	CLEWISTON
33715 E PEGGY BILLIE LANE	CLEWISTON
33785 E PEGGY BILLIE LANE	CLEWISTON
33786 E PEGGY BILLIE LANE	CLEWISTON
33776 E PEGGY BILLIE LANE	CLEWISTON
33775 E PEGGY BILLIE LANE	CLEWISTON
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34035 E SALLY BUSTER CIR	CLEWISTON
33956 E SALLY BUSTER CIR	CLEWISTON
33746 E PEGGY BILLIE LN	CLEWISTON
33726 E PEGGY BILLIE LN	CLEWISTON
33725 E PEGGY BILLIE LN	CLEWISTON
33745 E PEGGY BILLIE LN	CLEWISTON
33755 E PEGGY BILLIE LN	CLEWISTON
33735 E PEGGY BILLIE LN	CLEWISTON
34085 E SALLY BUSTER CIR	CLEWISTON
34025 E SALLY BUSTER CIR	CLEWISTON

33946 E SALLY BUSTER CIR	CLEWISTON
33716 E PEGGY BILLIE LN	CLEWISTON
34126 E SALLY BUSTER CIR	CLEWISTON
34116 E SALLY BUSTER CIR	CLEWISTON
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34136 E SALLY BUSTER CIR	CLEWISTON
34105 E SALLY BUSTER CIR	CLEWISTON
34095 E SALLY BUSTER CIR	CLEWISTON
34106 E SALLY BUSTER CIR	CLEWISTON
5850 ACORN DR	HOLLYWOOD
5911 MINNIE DOCTOR DR	HOLLYWOOD
5870 ACORN DR	HOLLYWOOD
5910 MINNIE DOCTOR DR	HOLLYWOOD
3192 WOODLAND DR	HOLLYWOOD
5854 VINE ST	HOLLYWOOD
5876 VINE ST	HOLLYWOOD
5882 VINE ST	HOLLYWOOD
5892 VINE ST	HOLLYWOOD
3191 BIG OAK LN	HOLLYWOOD
3200 WOODLAND DR	HOLLYWOOD
5852 VINE ST	HOLLYWOOD
5856 VINE ST	HOLLYWOOD
5858 VINE ST	HOLLYWOOD
3205 HEATHER LN	HOLLYWOOD
3199 HEATHER LN	HOLLYWOOD
3204 WOODLAND DR	HOLLYWOOD
3197 HEATHER LN	HOLLYWOOD
3192 BIG OAK LN	HOLLYWOOD
3194 BIG OAK LN	HOLLYWOOD
3196 BIG OAK LN	HOLLYWOOD
3198 BIG OAK LN	HOLLYWOOD
3200 BIG OAK LN	HOLLYWOOD
3202 BIG OAK LN	HOLLYWOOD
5874 VINE ST	HOLLYWOOD
5878 VINE ST	HOLLYWOOD
3204 BIG OAK LN	HOLLYWOOD
5884 VINE ST	HOLLYWOOD
3191 HEATHER LN	HOLLYWOOD
3193 HEATHER LN	HOLLYWOOD
3195 HEATHER LN	HOLLYWOOD
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5890 VINE ST	HOLLYWOOD
5907 AIRPLANT LN	HOLLYWOOD
5896 VINE ST	HOLLYWOOD

5898 VINE ST	HOLLYWOOD
5900 VINE ST	HOLLYWOOD
5902 VINE ST	HOLLYWOOD
5872 VINE ST	HOLLYWOOD
3205 BIG OAK LN	HOLLYWOOD
3190 WOODLAND DR	HOLLYWOOD
3190 HEATHER LN	HOLLYWOOD
3199 BIG OAK LN	HOLLYWOOD
5880 VINE ST	HOLLYWOOD
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3191 FERN DR	HOLLYWOOD
5911 AIRPLANT LN	HOLLYWOOD
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5850 VINE ST	HOLLYWOOD
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5894 VINE ST	HOLLYWOOD
5916 VINE ST	HOLLYWOOD
5913 AIRPLANT LN	HOLLYWOOD
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5870 VINE ST	HOLLYWOOD
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5860 ACORN DR	HOLLYWOOD
3194 HEATHER LN	HOLLYWOOD
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5918 VINE ST	HOLLYWOOD
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3202 HEATHER LN	HOLLYWOOD
3202 WOODLAND DR	HOLLYWOOD

5914 VINE ST	HOLLYWOOD
3195 FERN DR	HOLLYWOOD
3199 FERN DR	HOLLYWOOD
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5905 AIRPLANT LN	HOLLYWOOD
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5871 AIRPLANT LN	HOLLYWOOD
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5877 AIRPLANT LN	HOLLYWOOD
5879 AIRPLANT LN	HOLLYWOOD
5881 AIRPLANT LN	HOLLYWOOD
5909 AIRPLANT LN	HOLLYWOOD
3198 WOODLAND DR	HOLLYWOOD
5912 VINE ST	HOLLYWOOD
5851 AIRPLANT LN	HOLLYWOOD
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5880 ACORN DR	HOLLYWOOD
3430 FERN DR	HOLLYWOOD
3580 FERN DR	HOLLYWOOD
5850 MINNIE DOCTOR DR	HOLLYWOOD
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5851 MINNIE DOCTOR DR	HOLLYWOOD
3491 WOODLAND DR	HOLLYWOOD
3460 FERN DR	HOLLYWOOD
5881 JOE DAN DR	HOLLYWOOD
3390 FERN DR	HOLLYWOOD
5911 ACORN DR	HOLLYWOOD
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3550 FERN DR	HOLLYWOOD
3330 FERN DR	HOLLYWOOD

5870 OKALEE ST	HOLLYWOOD
5890 OKALEE ST	HOLLYWOOD
5850 OKALEE ST	HOLLYWOOD
5860 MINNIE DOCTOR DR	HOLLYWOOD
5900 OKALEE ST	HOLLYWOOD
3531 WOODLAND DR	HOLLYWOOD
3561 WOODLAND DR	HOLLYWOOD
3461 WOODLAND DR	HOLLYWOOD
3361 WOODLAND DR	HOLLYWOOD
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750 SNAKE CLAN RD	Okeechobee
451 SNAKE CLAN RD	Okeechobee
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651 SNAKE CLAN ROAD	OKEECHOBEE
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351 SNAKE CLAN RD	Okeechobee
601 SNAKE CLAN RD	Okeechobee
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29031 CUFFNEY TIGER WAY	CLEWISTON
35190 MABEL T FRANK WAY	CLEWISTON
35270 MABEL T FRANK WAY	CLEWISTON
35210 MABEL T FRANK WAY	CLEWISTON

35290 MABEL T FRANK WAY	CLEWISTON
34855 MABEL T FRANK WAY	CLEWISTON
29021 CUFFNEY TIGER WAY	CLEWISTON
29051 CUFFNEY TIGER WAY	CLEWISTON
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35250 MABEL T FRANK CIR	CLEWISTON
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5911 MINNIE DOCTOR DR	HOLLYWOOD
5870 ACORN DR	HOLLYWOOD
5910 MINNIE DOCTOR DR	HOLLYWOOD
5851 ACORN DR	HOLLYWOOD
5881 MINNIE DOCTOR DR	HOLLYWOOD
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5891 ACORN DR	HOLLYWOOD
6482 MARY OSCEOLA DR	Hollywood
6484 MARY OSCEOLA DR	Hollywood
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6488 MARY OSCEOLA DR	Hollywood
2943 RANDOLPH CLAY DR	Hollywood
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2958 RANDOLPH CLAY DR	Hollywood
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2956 RANDOLPH CLAY DR	Hollywood
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6473 MARY OSCEOLA DR	Hollywood
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6485 MARY OSCEOLA DR	Hollywood
6483 MARY OSCEOLA DR	Hollywood
2787 MARY OSCEOLA AVE	Hollywood
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2783 MARY OSCEOLA AVE	Hollywood
2777 MARY OSCEOLA AVE	Hollywood
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2773 MARY OSCEOLA AVE	Hollywood
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2971 RANDOLPH CLAY DR	Hollywood
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2926 RANDOLPH CLAY DR	Hollywood
2948 RANDOLPH CLAY DR	Hollywood
9046 MEDICINE MAN TRAIL	LAKELAND
9023 MEDICINE MAN TRL	LAKELAND
1805 RUBY TIGER RD	LAKELAND
9107 MEDICINE MAN TRL	LAKELAND
1918 CANOE CIR	LAKELAND
1721 RUBY TIGER RD	LAKELAND
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1732 RUBY TIGER RD	LAKELAND
1744 RUBY TIGER RD	LAKELAND
2148 CACCV BLVD	LAKELAND
9763 WIND AVE	LAKELAND
9751 WIND AVE	LAKELAND
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10195 WIND AVE	LAKELAND
10259 TRIBAL TRAIL	LAKELAND
10211 TRIBAL TRAIL	LAKELAND
600 SNAKE CLAN RD	OKEECHOBEE
851 SNAKE CLAN RD	OKEECHOBEE
801 SNAKE RD	OKEECHOBEE
800 SNAKE CLAN RD	OKEECHOBEE
901 SNAKE CLAN RD	OKEECHOBEE
200 SNAKE CLAN RD	Okeechobee
300 SNAKE CLAN RD	Okeechobee
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750 SNAKE CLAN RD	Okeechobee
451 SNAKE CLAN RD	Okeechobee
401 SNAKE CLAN RD	Okeechobee
651 SNAKE CLAN ROAD	OKEECHOBEE
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751 SNAKE CLAN RD	OKEECHOBEE
781 SNAKE CLAN RD	OKEECHOBEE
351 SNAKE CLAN RD	Okeechobee
601 SNAKE CLAN RD	Okeechobee
400 SNAKE CLAN RD	Okeechobee
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29001 CUFFNEY TIGER WAY	CLEWISTON
34915 MABEL T FRANK WAY	CLEWISTON
34875 MABEL T FRANK WAY	CLEWISTON
34895 MABEL T FRANK WAY	CLEWISTON
5860 ACORN DR	HOLLYWOOD
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3430 FERN DR	HOLLYWOOD
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5911 ACORN DR	HOLLYWOOD
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5871 JOE DAN DR	HOLLYWOOD
2147 CACCV BLVD	LAKELAND
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9811 WIND AVE	LAKELAND
9191 MEDICINE MAN TRL	LAKELAND
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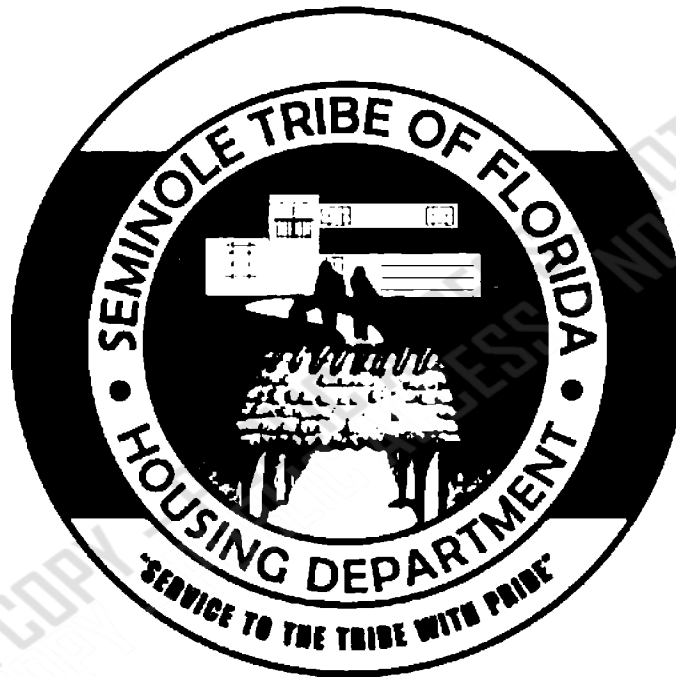
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800 Snake Clan Rd,	BRIGHTON
901 Snake Clan Rd,	BRIGHTON
851 Snake Clan Rd,	BRIGHTON
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681 Snake Clan Rd,	BRIGHTON
781 Snake Clan Rd,	BRIGHTON
201 Snake Clan Rd,	BRIGHTON
450 Snake Clan Rd,	BRIGHTON
5881 Minnie Doctor Dr	HOLLYWOOD
5910 Okalee St	HOLLYWOOD
5911 Minnie Doctor Dr	HOLLYWOOD
5890 Okalee St	HOLLYWOOD
3691 Woodland Dr	HOLLYWOOD
5850 Acorn Dr	HOLLYWOOD
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5881 Acorn Dr	HOLLYWOOD
5870 Acorn Dr	HOLLYWOOD
3550 Fern Dr	HOLLYWOOD

5911 Joe Dan Dr	HOLLYWOOD
3631 Woodland Dr	HOLLYWOOD
3531 Woodland Dr	HOLLYWOOD
5900 Minnie Doctor Dr	HOLLYWOOD
3520 Fern Dr	HOLLYWOOD
3361 Woodland Dr	HOLLYWOOD
5900 Okalee St	HOLLYWOOD
5871 Acorn Dr	HOLLYWOOD
3360 Fern Dr	HOLLYWOOD
5870 Minnie Doctor Dr	HOLLYWOOD
35290 Mabel T Frank Way	BIG CYPRESS
35210 Mabel T Frank Way	BIG CYPRESS
35190 Mabel T Frank Way	BIG CYPRESS
35170 Mabel T Frank Way	BIG CYPRESS
29031 Cuffney Tiger Way	BIG CYPRESS
35150 Mabel T Frank Way	BIG CYPRESS
29021 Cuffney Tiger Way	BIG CYPRESS
29051 Cuffney Tiger Way	BIG CYPRESS
35270 Mabel T Frank Way	BIG CYPRESS
34855 Mabel T Frank Way	BIG CYPRESS
9751 Wind Ave	LAKELAND
1733 Ruby Tiger Rd	LAKELAND
1744 Ruby Tiger Rd	LAKELAND
1732 Ruby Tiger Rd	LAKELAND
9035 Medicine Man Trl	LAKELAND
1906 Canoe Cir	LAKELAND
9023 Medicine Man Trl	LAKELAND
1918 Canoe Cir	LAKELAND
9107 Medicine Man Trl	LAKELAND
1818 Ruby Tiger Rd	LAKELAND
1720 Ruby Tiger Rd	LAKELAND
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1942 Canoe Cir	LAKELAND
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9739 Wind Ave	LAKELAND
9763 Wind Ave	LAKELAND
9011 Medicine Man Trl	LAKELAND
2148 Caccv Blvd	LAKELAND
1930 Canoe Cir	LAKELAND
9046 Medicine Man Trl	LAKELAND
10259 Tribal Trail	LAKELAND
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10183 Wind Ave	LAKELAND
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10195 Wind Ave	LAKELAND

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Exhibit 3

**AMENDED AND RESTATED SEMINOLE TRIBE OF FLORIDA
TRIBAL COUNCIL
HOUSING POLICY 2020**



**ELIGIBILITY, TERMS AND STANDARDS
OF THE
TRIBAL COUNCIL HOUSING POLICY**

Amended and Restated Housing Policy 2020 Approved August 21, 2020

Page 1

Programs are limited to the budget approved by the Tribal Council each fiscal year and may be suspended when all of the funds have been used.
Current IRS Tax Codes will be followed for all services/programs provided.

*In order to qualify for Housing Programs, Tribal Member Owned Homes must be adequately insured at **replacement cost value as of the date** the Tribal Member applies for benefits under any Housing Programs

Tribal Council Housing Policy

Amended and Restated 2020

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DEFINITIONS and ACRONYMS

Purpose: Various terms and acronyms are used throughout this Policy. Terms and acronyms that require clarification are defined in this section. They are listed in alphabetical order.

A & E – The acronym “A&E” means Architectural & Engineering fees

ADA – The acronym “ADA” means the Americans with Disabilities Act of 1990, as amended. The ADA covers, in part, individuals with conditions (such as illness or injury) that damages or limits a person’s physical or mental abilities as verified by a licensed health care professional.

Applicant – The term “Applicant” means a Tribal Member of the Seminole Tribe of Florida who is 18 years of age or older and has submitted an Application for assistance.

Application – The term “Application” means the basic record of each Applicant and his or her household applying for housing assistance.

BIA – The acronym “BIA” means the Bureau of Indian Affairs.

HELP – The acronym “HELP” means Homeownership Expansion Loan Program.

HUD – The acronym “HUD” means Department of Housing and Urban Development.

Homesite – The term “Homesite” means a plot of land on which a home is to be built or has been built.

Homesite Lease – The term “Homesite Lease” (HSL) means a lease agreement granted by the Tribal Council (and approved by the BIA, as applicable) to a Tribal Member to occupy Trust Land for residential purposes.

IAQ – The acronym “IAQ” means Indoor Air Quality; referring to the air quality within and around buildings and structures, especially as it relates to the health and comfort of building occupants.

Infrastructure – The term “Infrastructure” refers to the substructures or network systems of a residence or Homesite which enables services necessary to maintain or enhance Tribal Members’ living conditions. These **include, but are NOT** limited to, the following:

- Access Roadways
- Earthwork - Building Pad (If Applicable), Grading, Top Soil, Excavation and Backfill
- Underground Utilities - Water Supply, Sewer Lines, Septic Wells, Electrical Power, and Storm Drains

Living Expenses – The term “Living Expenses” means basic utilities to include electric, gas and water.

Mitigation – Mitigation means reducing risk of loss from the occurrence of any undesirable event to avoid unnecessary losses. In general, mitigation means to minimize degree of any loss or harm.

Minor Repairs – The term “Minor Repairs” is one in which the cost of the repair is less than 50% of the Replacement Cost Value of the item to be repaired.

DEFINITIONS and ACRONYMS

Continued

Neglect – The term “Neglect” means an omission; failure to do something that one is responsible to perform.

New Construction – The term “New Construction” refers to construction of a new house at a location where a home did not previously exist.

Off Reservation Residence – The term “Off Reservation Residence” means a residence of a Tribal Member built off of Trust Land.

On Reservation Residence – The term ‘On Reservation Residence’ means the residence of a Tribal Member built on Trust Land.

Persons with Special Needs – The term “Persons with Special Needs” refers to individuals who face physical, mental or emotional disabilities or challenges which qualifies them for special treatment with documentation from the Seminole Tribe of Florida’s Health Department.

Primary – The term “Primary” means that which is the main or principal, first in position or rank.

Primary Residence – The term “Primary Residence” refers to the Tribal Member’s address as designated by the Tribal Member on the “Housing Department Designation of Primary/Secondary Homeownership’ form as his or her **Primary Residence**. Under STOF’s policy, only the residence in which the Tribal Member resides more than any other residence may be designated as his or her **Primary Residence**. All rental Premises shall be used and occupied solely as the Tenant’s **Primary Residence**.

Replacement Cost Value – The amount it would cost to replace an item with one of like kind and quality as the original in today’s market without deduction or depreciation.

Secondary Residence – The term "Secondary Residence" refers to the Tribal Member’s address as any residence of the Tribal Member that has not been designated as his or her Primary Residence in the Housing Designation Form.

STHD – The acronym “STHD” means the Seminole Tribe Housing Department.

Tenant – The term “Tenant” means a person who is renting a house, apartment or other dwelling from the STHD.

Tribal Elder – The term “Tribal Elder” means a Tribal Member of the Seminole Tribe of Florida who has attained the age of 60 years or older.

Tribal Fair Market Rents – The term “Tribal Fair Market Rents” means "the fair market rental rate of a particular type of unit as determined by Tribal Council from time to time based on the monthly rentals charged for comparable units in a specific market."

DEFINITIONS and ACRONYMS

Continued

Tribal Member – The term “Tribal Member” means an enrolled Member of the Seminole Tribe of Florida.

Tribal Member Family – The term “Tribal Member Family” means family members (Tribal and Non- Tribal) that currently live with the Tribal Member “Owner of Record” or “Tenant” within a single dwelling.

Tribe – The term “Tribe” means the Seminole Tribe of Florida.

Trust Land – The term “Trust Land” means land held in trust by the United States of America for the use and benefit of the Tribe.

INTRODUCTION

The STHD provides emergency home repairs and On-Reservation rental housing, for Tribal Members through the following programs, with the goal to foster housing development for all tribal communities, and particularly developing and maintaining residential life on Trust Land.

- **On/Off** Reservation In-Home Maintenance
- **On**-Reservation Property Management
- **On/Off** Reservation Health & Safety
- Healthy Home Program
- **On/Off** Reservation ADA/special needs
- Relocation Assistance
- Rental Program
- Homeowner/Renter Insurance
- Generator Program

The Housing Policy provides operating guidelines which will ensure equal administration of services to all Tribal Members **On**-Reservation. **Off**-Reservation services are limited to certain items, as shown throughout this document and are stated as such. The Tribe provides benefits under these programs with respect to Tribal Members' Primary and Secondary Residences. The Tribal Member is responsible for paying all costs of providing such benefits in respect to the Tribal Member's Secondary Residence. All benefits provided in respect to the Tribal Member's Primary Residence will be paid by the Tribe and are intended to qualify as non-taxable general welfare payments under Section 139E of the Internal Revenue Code and Rev. Proc. 2014-35.

MISSION STATEMENT

The STHD's goal is to provide safe, sustainable housing opportunities to preserve and expand our communities for Tribal Members. The STHD accomplishes these goals through various programs which include, but not limited to Home Maintenance; Property Management, Healthy & Safety, ADA/Special Needs, Rentals, Generator services and Insurance according to the Seminole Tribe of Florida Housing Policy. The STHD serves all Reservations and Non-Resident Members of the Seminole Tribe of Florida.

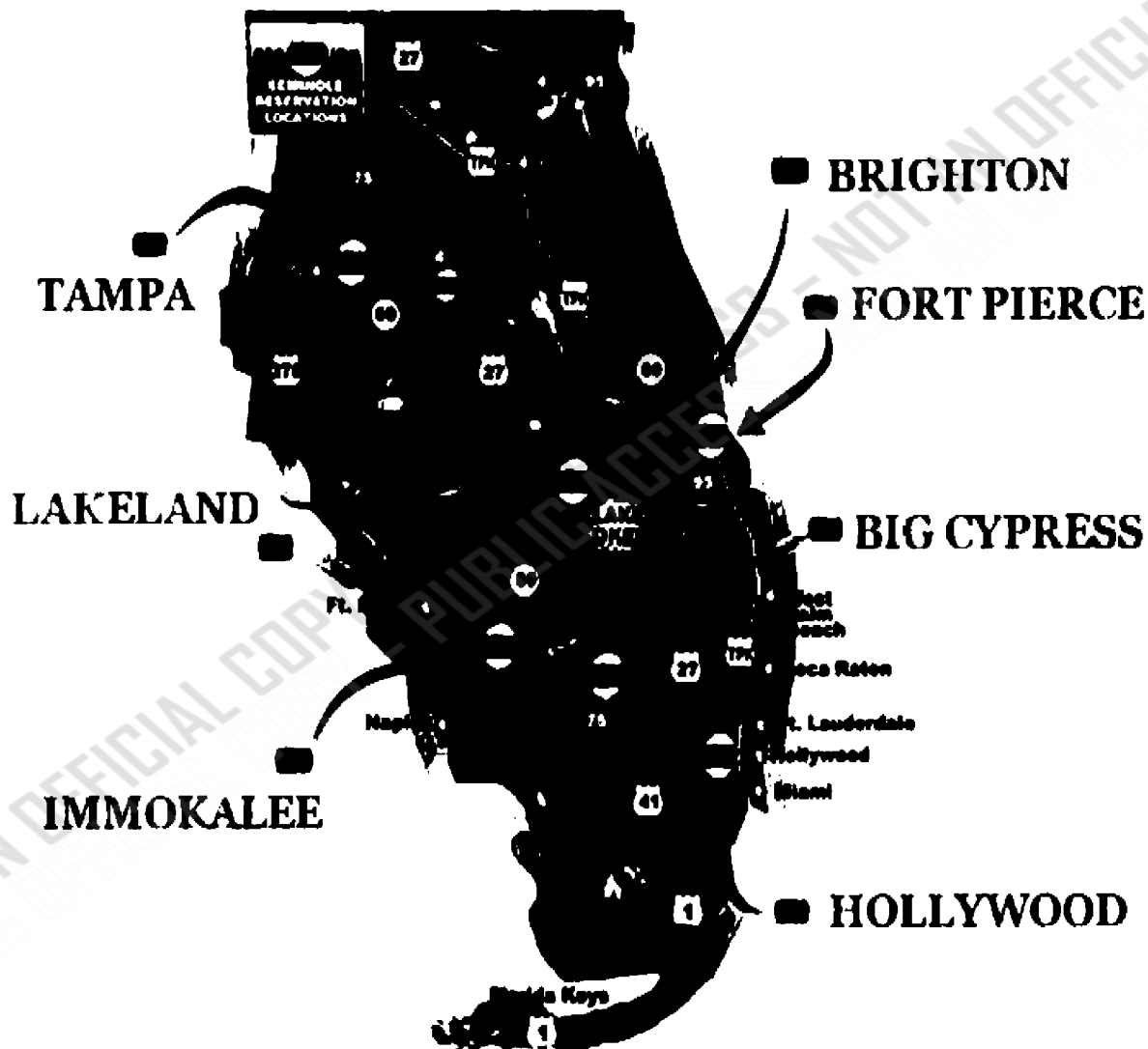
Mission

Our mission is to enhance the quality of life for Seminole Tribe of Florida Tribal Members by providing the necessary services for acquisition and maintenance of safe and comfortable housing.

Motto: "Service to the Tribe with Pride"

MAP OF AREAS SERVICED BY THE HOUSING DEPARTMENT

The STHD serves all Reservations and Non-Resident Members of the Seminole Tribe of Florida. The highlighted sections shown below reflect the **On-Reservation** areas covered by the STHD.



ON & OFF RESERVATION IN-HOME MAINTENANCE PROGRAM (Primary Residence)

The purpose of this **In-Home Maintenance Program** is for the STHD to provide **Minor Repairs** to the **Tribal Member's On or Off-Reservation Primary Residence** at the Tribe's expense. For Tribal Members who own more than one residence, the **Primary Residence** status will be verified as designated by the Tribal Member on the 'Housing Department Designation of Primary/Secondary Homeownership' form. Maintenance will be provided to **Off-Reservation Residences** by STHD maintenance staff which is within 100 miles of the nearest Reservation Housing Office. Those residences out of this range will be serviced by an outside contractor.

Tribal Member's On or Off Reservation Primary Residence status will be verified and updated by the STHD.

Tribal Members whose **Primary Residences** are in the Tampa Community shall be identified on an official listing available from the Tampa Liaison's office. Members shall receive all services, and are subject to the same limitations, as those residing in **On-Reservation Primary Residences** on Trust Land. This consideration is given because of the displacement of the Tribal Members from the Trust Land in Hillsborough County, Florida for the convenience of the Tribe.

All Tribal Members whose **Primary Residences** are located on Miccosukee land, other trust lands or State Park lands that are dedicated for such use, as well as on the Tamiami Trail, are entitled to the services of the In-Home Maintenance Program.

Program Terms and Conditions

1. An Applicant must have a Homesite Lease or must be named on the deed or named the beneficial owner, as through a trust or other legal documents, on the Primary Residence for which On or Off-Reservation Residence repairs are requested.
2. Prior to maintenance personnel entering the residence and performing repairs, one of two conditions must be met:
 - A. The Tribal Member owner of record must have signed a Waiver Form allowing entry into the premises. The form must be on file with the STHD.
 - OR
 - B. The owner, or a Tribal Member (18 years of age or older who is listed as an occupant of the premises on the lease) is present at the time of the repair to sign the completed work order.
3. Quality of Work Coverage - The STHD will perform quality inspections of the work done by vendors. The STHD will also retain the right to suspend any project, and terminate the Contractor, when the work **does not** conform to the Tribal Building Code (or the applicable Building Code for the jurisdiction in which the residence is located) or meet the quality standards of the STHD.

ON & OFF RESERVATION IN-HOME MAINTENANCE PROGRAM

(Primary Residence)

Continued

4. If maintenance or repairs are **NOT** possible, the Tribal Member will pay the Replacement Cost unless the repairs are for health and safety issues.
5. If the cost of repair or maintenance is higher than 50% of the Replacement Cost, the Tribal Member is responsible for the cost of replacing the item to be repaired.
6. Conditions caused by Neglect or misuse will not be covered under this program. The STHD will provide the services at the Tribal Member's expense but only if the services are paid in full prior to the commencement of work.
7. **Tribal Members** will be charged for “**No Show Appointments**” scheduled with the Vendors at the **Tribal Member’s** request due to the Vendor charging the STHD for trip services and non-access to the house for repairs. The amount charged will be per the Vendor’s invoice to STHD and **will result in a deduction from the Member’s Tribal Per Capita distribution.**

ON & OFF RESERVATION IN-HOME MAINTENANCE PROGRAM

(Secondary Residence)

The purpose of the **In-Home Maintenance Program** is also for the STHD to provide **Minor Repairs** to the **Tribal Member's On or Off-Reservation Secondary Residence** at the Tribal Member's expense for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form. For Tribal Members that own more than one home, the **Secondary Residence** status will be verified as designated by the Tribal Member on the "Housing Department Designation of Primary/Secondary Homeownership" form.

- Maintenance will be provided to **Off Reservation Secondary Residences** that are within 100 miles of the nearest Reservation Housing Office.

Tribal Member's On or Off-Reservation Secondary Residence status will be verified and updated by the STHD.

Program Terms and Conditions

1. An Applicant must have a Homesite Lease or must be named on the deed or named the beneficial owner, as through a trust or other legal documents, on the Secondary Residence for which On or Off-Reservation Secondary Residence repairs are requested.
2. Prior to maintenance personnel entering the residence and performing repairs, one of two conditions must be met:
 - A. The Tribal Member owner of record must have signed a Waiver Form allowing entry into the premises. The form must be on file with the STHD.
 - OR
 - B. The owner, or a Tribal Member (18 years of age or older who is listed as an occupant of the premises on the lease) is present at the time of the repair to sign the completed work order.
3. **Quality of Work Coverage** - The STHD will perform quality inspections of the work done by vendors. The STHD will also retain the right to suspend any project, and terminate the Contractor, when the work does not conform to the Tribal Building Code (or the applicable Building Code for the jurisdiction in which the residence is located) or meet the quality standards of the STHD.
4. **Tribal Members** will be charged for "**No Show Appointments**" scheduled with the Vendors at the **Tribal Member's** request due to the Vendor charging the Housing Department for trip services and non-access to the house for repairs. The amount charged will be per the Vendor's invoice to STHD and **will result in a deduction from the Member's Tribal Per Capita distribution.**

ON-RESERVATION EXTERIOR PROPERTY MANAGEMENT PROGRAM (Primary Residence)

The STHD or its contractors will provide the services, at the Tribe's expense, described in this program.

1. The service under this program applies to **On-Reservation Primary Residences** on Trust Land only. This Program is designed to preserve and enhance the Tribal Trust Land and the natural environment.
2. The **Property Management Program** provides, at the Tribe's expense, **Lawn Service** to Tribal Members' **On-Reservation Primary Residence** only.

The **Tribal Member** will have right to change their designated residence Lawn Vendor once a year should they so desire. Service within this Program is subject to the availability of Tribal funding. **Lawn Service** includes the following service areas listed below: (Additional services may be provided in declared Natural Disasters and/or Acts of God)

- Lawn Cutting (up to 2.5 acres)
- Trees/Hedges/Plants/Shrubs - Trimming (up to 10 ft.)
- Lawn Fertilization (2 x per year)

Lawn Cutting

- June – October = 1 cut per week
- November – May = 1 cut every other week
- Remove and dispose of excess lawn clippings
- Line Trimming and Edging is required around driveways; air conditioning and generator units; plant and flower beds; sprinkler heads and sidewalks and patios
- Remove weeds and trash from flowerbeds; remove weeds/vines (unless ornamental) from beds, fences, gates, walls, etc.
- Check irrigation systems; clean and adjust sprinkler heads for proper aim; repair and reset sprinkler heads.
- Raking Leaves (Leaves shall be removed from all maintained areas including turf, landscape beds and sidewalks which should be swept, raked or blown off with a power blower on a weekly basis or as needed, but not less than once every two (2) weeks. All rubbish resulting from the lawn maintenance operation of properties shall be disposed of during each occurrence.)

Trees/Hedges/Plants/Shrubs-Trimming (up to 10 ft.)

- June – October = 1 x per month
- November – May = 1 x every other month
- Trim trees up to 10 feet as needed and required
- Trim plants and shrubs as needed and required
- Trim hedges

ON-RESERVATION EXTERIOR PROPERTY MANAGEMENT PROGRAM (Primary Residence) Continued

Fertilization/Mulching

- Fertilization shall be performed 2 times per year
 - Mulching shall be performed 2 times per year.
1. Annual storm/hurricane preparedness will be provided to eliminate the possibility of hazards to the home from hazardous trees and limbs.
 2. Tribal Members whose **Primary Residences** are in the Tampa Community shall be identified on an official listing available from the Tampa Liaison's office. Members shall receive all services, and are subject to the same limitations, as those residing in an **On-Reservation Primary Residence** on Trust Land. This consideration is given because of the displacement of these Tribal Members from the Tribal Trust Property in Hillsborough County, Florida and relocation off tribal land for the convenience of the Tribe.

ON-RESERVATION EXTERIOR PROPERTY MANAGEMENT PROGRAM (Secondary Residence)

The STHD or its contractors will provide service, at the Tribal Member's expense for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form. The services described in this program with respect to the Tribal Member's **On-Reservation Secondary Residence**.

1. The service under this program applies to **On-Reservation Secondary Residences** on Trust Land only. This Program is designed to preserve and enhance the Tribal Trust Land and the natural environment.
2. The **Property Management Program** provides, at the Tribal Member's expense, **Lawn Service** to a Tribal Member's **On-Reservation Secondary Residence**.

The **Tribal Member** will have the right to change their designated residence Lawn Vendor once a year should they so desire. Service within this Program is subject to the availability of Tribal funding. **Lawn Service** includes the following service areas listed below: (Additional services may be provided in declared Natural Disasters and/or Acts of God)

- Lawn Cutting (up to 2.5 acres)
- Trees/Hedges/Plants/Shrubs - Trimming (up to 10 ft.)
- Lawn Fertilization (2 x per year)

Lawn Cutting

- June – October = 1 cut per week
- November – May = 1 cut every other week
- Remove and dispose of excess lawnclippings
- Line Trimming and Edging is required around driveways; air conditioning and generator units; plant and flower beds; sprinkler heads and sidewalks and patios
- Remove weeds and trash from flowerbeds; remove weeds/vines (unless ornamental) from beds, fences, gates, walls, etc.
- Check irrigation systems; clean and adjust sprinkler heads for proper aim; repair and reset sprinkler heads.
- Raking Leaves (Leaves shall be removed from all maintained areas including turf, landscape beds and sidewalks which should be swept, raked or blown off with a power blower on a weekly basis or as needed, but not less than once every two (2) weeks. All rubbish resulting from the lawn maintenance operation of properties shall be disposed of during each occurrence.)

ON-RESERVATION EXTERIOR PROPERTY MANAGEMENT PROGRAM (Secondary Residence)

Continued

Trees/Hedges/Plants/Shrubs-Trimming (up to 10 ft.)

- June – October = 1 x per month
- November – May = 1 x every other month
- Trim trees up to 10 feet as needed and required
- Trim plants and shrubs as needed and required
- Trim hedges

Fertilization/Mulching

- Fertilization shall be performed 2 times per year¹
- Mulching shall be performed 2 times per year²

Costs (to include all services above)

- Lot size up to 1.0 acres = \$50 per cut
 - Lot size greater than 1.0 acres up to 1.5 acres = \$75 per cut
 - Lot size greater than 1.5 acres up to 2.0 acres = \$100 per cut
 - Lot size greater than 2.0 acres = \$125 per cut
1. Annual storm/hurricane preparedness will be provided to eliminate the possibility of hazards to the home from hazardous trees and limbs.

¹STHD and Homeowners must be notified five (5) days prior to applying Fertilization.

²The standard color provided for Mulching is Red or Natural Cypress. Additional colors and slightly higher in cost are available; if requested, the Homeowner will be responsible to pay the difference directly to their Lawn Care provider.

Amended and Restated Housing Policy 2020 Approved August 21, 2020

Programs are limited to the budget approved by the Tribal Council each fiscal year and may be suspended when all of the funds have been used.

Current IRS Tax Codes will be followed for all services/programs provided.

*In order to qualify for Housing Programs, Tribal Member Owned Homes must be adequately insured at replacement cost value as of the date the Tribal Member applies for benefits under any Housing Programs

ON & OFF RESERVATION RESIDENTIAL HEALTH & SAFETY PROGRAM (Primary Residence)

The purpose of this Program is to provide for the performance of preventative services to minimize the occurrence of unsafe or unhealthy conditions within the Tribal Member's **On and Off-Reservation Primary Residence**, at the Tribe's expense.

The Tribal Member homeowner of record is eligible to receive from the Tribe a maximum of **\$20,000** over a 5-year period under this Program effective October 1, 2016. Charges for labor and material in excess of the **\$20,000** limit shall be the responsibility of the Tribal Member homeowner of record. Health and safety issues identified in excess of the **\$20,000** limit can be repaired by the STHD at the Tribal Member's expense. If the Tribal Member elects not to repair these items at the initial time of finding, these repairs will not be covered in the future under this Program as they will be considered to be due to the Neglect of the Tribal Member.

- In no event will the Tribe pay more than \$20,000 per Tribal Member or individuals that are legally or traditionally recognized in a union as homeowner(s) of record within the 5-year period.

The Residential Health & Safety Program shall also provide eligible Tribal Members with the following:

1. In the event of a Named Storm by the National Weather Service, the STHD has a limited inventory of small portable emergency generators. In conjunction with the Emergency Operations Center (EOC), the Department will make them available for **On or Off Reservation Primary Residences** on a case-by-case basis during power outages. Tribal Elders and Persons with a disability as defined by the ADA without generators will be given first priority, followed by a first come first serve bases for all other Tribal Members. **Failure to return generators after the event will result in a deduction from the Member's Tribal Per Capita distribution** for the cost of the generator. If funds are not available in the Per Capita, Tribal Members will be responsible for the cost of the generator from their personal funds. Tribal Members will be responsible for all applicable taxes associated with the cost.
2. The Tribe shall provide assistance for alterations on a Tribal Member's **Primary Residence** to meet the applicable building code and preserve the residence for the following, but not limited to:
 - Fill material
 - Erosion
 - Drainage issues
 - Hazardous trees

ON & OFF RESERVATION RESIDENTIAL HEALTH & SAFETY PROGRAM (Primary Residence)

Continued

3. The STHD will inspect, repair or replace components of the Tribal Member's **Primary Residence** under the Health & Safety Program including, but not limited to, the following:
 - Septic System (**Off-Reservation Primary Residences** only; the Public Works department handles septic installations, repairs and replacement for **On Reservation Primary Residences**)
 - HVAC Systems
 - Electrical
 - Plumbing (including replacement of water heaters)
 - Structural
 - Roof Replacement (like for like)
 - Water Service (water treatment systems monthly maintenance is not included under this Program)
 - Exterior Door & Window Damage (only if damage/repair is at no fault of the Tribal Member or the Tribal Member Family –
 - Impact Windows or Hurricane Shutters that meet the applicable building code
 - (Note – appliances are not covered under this Program)
4. The STHD will assist in the construction or repair of a shelter one (1) time only for those Tribal Members whose **Primary Residences** are in designated Wind Zones II, III and IV per Attachment B, 'Wind Zones in the United States'.

Tribal Members whose **Primary Residences** are in the Tampa Community shall be identified on an official listing available from the Tampa Liaison's office. Members shall receive all services with respect to their Primary Residences, and are subject to the same limitations, as those residing in **On-Reservation Primary Residences** on Trust Land. This consideration is given because of the displacement of these Tribal Members from the Trust Land in Hillsborough County, Florida and relocation off tribal land for the convenience of the Tribe.

All Tribal Members whose **Primary Residences** are located on Miccosukee land, other trust lands or State Park lands that are dedicated for such use, as well as on the Tamiami Trail, are entitled to the services of the On & Off Residential Health & Safety Program.

ON & OFF RESERVATION RESIDENTIAL HEALTH & SAFETY PROGRAM (Secondary Residence)

The purpose of this Program is to provide for the performance of preventative services to minimize the occurrence of unsafe or unhealthy conditions within the Tribal Member's **On and Off-Reservation Secondary Residence**, at the Tribe Member's expense for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form.

1. The Tribe shall provide assistance for alterations on a Tribal Member's **Secondary Residence** to meet the applicable building code and preserve the Secondary Residence for the following, but not limited to:
 - Fill material
 - Erosion
 - Drainage issues
 - Hazardous trees
2. The STHD will inspect, repair or replace components of the Tribal Member's **Secondary Residence**, at the Tribal Member's expense, under the Health & Safety Program including, but not limited to, the following:
 - Septic System (**Off-Reservation Secondary Residences** only; the Public Works department handles septic installations, repairs and replacement for **On Reservation Secondary Residences**)
 - HVAC Systems
 - Electrical
 - Plumbing (including replacement of water heaters)
 - Structural
 - Roof Replacement (like for like)
 - Water Service (water treatment systems monthly maintenance is not included under this Program)
 - Exterior Door & Window Damage (only if damage/repair is at no fault of the Tribal Member or the Tribal Member Family)
 - Impact Windows or Hurricane Shutters that meet the applicable building code
 - (Note – appliances are not covered under this Program)
3. The STHD will assist in the construction or repair of a shelter at the Tribal Member's **Secondary Residence**, at the Tribal Member's expense, one (1) time only for those Tribal Members whose **Secondary Residences** are located in designated Wind Zones II, III and IV per Attachment B, 'Wind Zones in the United States'.
4. The Homeowner of Record must pay the cost of Health and Safety repairs and/or replacements for a **Secondary Residence** that is being rented out **in full** within three (3) months of work completion.

ON & OFF RESERVATION RESIDENTIAL HEALTH & SAFETY PROGRAM (Secondary Residence) Continued

Tribal Members whose **Secondary Residences** are in the Tampa Community shall be identified on an official listing available from the Tampa Liaison's office. Members shall receive all services with respect to their Primary Residences, and are subject to the same limitations, as those residing in **On-Reservation Secondary Residences** on Trust Land. This consideration is given because of the displacement of these Tribal Members from the Trust Land in Hillsborough County, Florida and relocation off tribal land for the convenience of the Tribe.

All Tribal Members whose **Secondary Residences** are located on Miccosukee land, other trust lands or State Park lands that are dedicated for such use, as well as on the Tamiami Trail, are entitled to the services of the On & Off Residential Health & Safety Program.

INDOOR AIR QUALITY (IAQ) PROGRAM (Primary Residence)

The purpose of this Program is to provide for the performance of remediation and restoration services, at the Tribe's expense, to eliminate the occurrence of unfavorable **IAQ** conditions within the Tribal Member's **On and Off Reservation Primary Residence**.

This unfavorable Indoor Air Quality (IAQ) Program shall provide eligible Tribal Members with remedial services relating to, but not limited to, the following:

- Suspect mold
 - Asbestos
 - Lead Based Paint
 - Formaldehyde
1. Unfavorable IAQ conditions caused by Neglect or misuse will not be covered under this program.
 2. Reported IAQ related concerns will be cleared by a licensed professional.
 3. If the cost of repair is higher than 50% of the Replacement Cost of the Residence, the STHD will not make the repairs.

INDOOR AIR QUALITY (IAQ) PROGRAM (Secondary Residence)

The purpose of this Program is to provide for the performance of remediation and restoration services, to eliminate the occurrence of unfavorable **IAQ** conditions within the Tribal Member's **On and Off Reservation Secondary Residence** at the Tribal Member's expense for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form.

This unfavorable Indoor Air Quality (IAQ) Program shall provide eligible Tribal Members with remedial services relating to, but not limited to, the following:

- Suspect mold
 - Asbestos
 - Lead Based Paint
 - Formaldehyde
1. Unfavorable IAQ conditions caused by Neglect or misuse will not be covered under this program.
 2. Reported IAQ related concerns will be cleared by a licensed professional.
 3. If the cost of repair is higher than 50% of the Replacement Cost of the home, the STHD will not make the repairs.

All Tribal Members whose **Secondary Residences** are located on Miccosukee land, other trust lands or State Park lands that are dedicated for such use, as well as on the Tamiami Trail, are entitled to the services of the Indoor Air Quality (IAQ) Program.

HEALTHY HOME PROGRAM

The STHD will perform a courtesy Healthy Home Inspection of a Tribal Member's **Primary Residence**, at the Tribe's expense, to identify areas of concern. The STHD will perform a Healthy Home Inspection to the Tribal Member's **Secondary Residence** at the Tribal Member's expense for labor and material for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form.

1. A Healthy Home Inspection is a non-invasive visual examination of a residential dwelling. Components may include, but are not limited to:
 - Mechanical
 - Structural
 - Electrical
 - Plumbingand other essential systems or portions of the home.
2. The Home Inspector will look for items such as:
 - Mold
 - Water leaks and/or water intrusion
 - Roof leaks
3. A Healthy Home Inspection is intended to assist in the evaluation of the overall condition of the **Primary Residence**. The inspection is based on observation of the visible and apparent condition of the structure and its components on the date of the inspection and not the prediction of future conditions.
4. Yearly follow-up inspections to reevaluate are recommended to insure the safe habitat of the **Primary Residence**.
5. Any pre-existing damage found at an **Off-Reservation Primary Residence** during a Healthy Home Inspection that is being sold or purchased will not be repaired by the STHD unless the Resale is "**Tribal Member to Tribal Member**", and ONLY if the repairs are not due to **Neglect** of the selling **Tribal Member or Tribal Member's Family**.

ADA/SPECIAL NEEDS PROGRAM

Tribal Members with special needs shall receive assistance under this program to address personal safety concerns or enhance accessibility to their **On** or **Off-Reservation Primary Residence**. The STHD will perform ADA/Special Needs services to the Tribal Member's **Secondary Residence** at the Tribal Member's expense for labor and material for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form. This **Lifetime** assistance of up to \$50,000 will be provided to eligible Tribal Members with disabilities governed by the ADA as follows:

1. Documentation of Tribal Member's accessibility needs must be provided from a licensed health care provider.
2. Three (3) quotes from vendors for goods and/or services must be obtained.
3. The Tribe will pay the actual cost of vendor selected, but in **NO** event will the Tribe pay more than \$50,000.
4. This assistance can only be used for enhancements/improvements to the safety and accessibility of a Tribal Member's **On** or **Off-Reservation Primary Residence**.
5. The ADA/Special Needs Program includes but is not limited to the following:
 - Accessibility ramps
 - Wider doorways and hallways
 - Lower kitchen cabinets and countertops
 - Grab bars
 - Bath/Shower seats
 - Hand rails
 - New and Renovation Construction (including **A & E** fees)
 - Generator(s) – (Portable generators are not authorized for purchase under this program.)

The use of this assistance by Tribal Members in any context (i.e., as part of the down payment on a new home, or for luxury, beauty, or recreation purposes, etc.) other than for enhancements/ improvements to accessibility and safety is **NOT** permitted under this Program.

RELOCATION ASSISTANCE PROGRAM

Temporary Shelter:

The purpose of the Relocation Assistance Program is to provide temporary shelter for Tribal Members and their families who have lost their **Primary Residence** because of destruction by a natural event or other conditions in the dwelling due to no fault of the Homeowner where there are imminent threats to their health, safety and livability. Assistance is not available to Tribal Members who own and can safely stay in another residence within 70 miles of the **Primary Residence**.

1. Specific conditions include, but are not limited to:
 - A. Destruction of a dwelling by tornado, hurricane, flood, or other natural events, rendering the dwelling unsafe to occupy.
 - B. Imminent threat to the health or safety of a Tribal Member and the Tribal Member Family due to an issue in the Primary Residence. Assistance for health and safety is available to counteract threats to the occupants or structure of the Primary Residence or property. (i.e., fire, exposed electrical, plumbing, structural issues and/or mold concerns).
2. Assistance will be provided in cases of emergency. The STHD will cover costs of rent at the Tribal Fair Market Rents. (Please see **Attachment A.**) In instances where the Tribal Member elects not to move forward with the repairs/replacement, the assistance period is up to six (6) months. All rents and/or charges associated with rental beyond assistance periods stated are the responsibility of the Tribal Member. Payments for any deposits, in addition to all associated taxes, are the sole responsibility of the Tribal Member.
3. If a temporary storage unit is warranted, the Tribal Member must sign the contract for the storage unit. STHD will pay temporary storage fees from the date of reconstruction for the repair of the residence to the date of the Health and Safety Clearance only. The Tribal Member shall pay any time extended beyond this period for storage. In the event the Tribal Member decides not to proceed with the reconstruction repairs, STHD must be notified immediately and the temporary storage fee reimbursement will be discontinued.
4. In cases where the **Primary Residence** is rendered **unsafe by natural destruction**, as well as documented health and safety findings, the Tribal Member will be relocated until such time such **Primary Residence** is rendered safe for occupancy by the Tribal Inspector's Department, Seminole Tribe of Florida's Health Department and/or other outside environmental vendors hired by the STHD. Payment will be paid by the STHD after any insurance program payments.

RELOCATION ASSISTANCE PROGRAM

Continued

5. If the Tribal Member incurs charges for damages to the temporary relocation shelter or is evicted from the shelter, the Tribal Member will not be approved for future temporary relocation shelter for a 3-year time frame. Prior to a future approval under this Program, verification must be made that all damages related to the prior temporary relocation shelter have been paid in full by the Tribal Member.
 - A. The 3-year time frame begins from the date the Tribal Member is notified of the damage charges.

Relocation Assistance

In this Program, a Tribal Member that is displaced when his or her **Primary Residence** is demolished at the Tribe's convenience/request shall receive assistance with relocation cost as follows:

Criteria: The Tribal Member must actually be displaced by the condemnation, demolition or rehabilitation of his or her home; and the Tribal Member does **NOT** own another residence where he or she can safely stay within 70 miles of the **Primary Residence**.

1. The STHD will pay the relocation rent for the displaced approved occupants (as described in the above criteria) from the date of signing the lease to the date of the ability to re-occupy the residence, or Temporary Certificate of Occupancy (TCO), or the Certificate of Occupancy (CO) and/or Clearance only, or the purchase of an **Off-Reservation Primary Residence**. If purchasing an existing home, assistance is available for up to six (6) months. In instances where the Tribal Member elects not to build or purchase a new residence, the assistance period is up to six (6) months. All rents and/or charges associated with rental beyond assistance periods stated are the responsibility of the **Tribal Member**. Tribal Members must sign leases for all temporary **Off-Reservation** rental housing. The rental allowance is based on household size and the Tribal Fair Market Rents, as stated in the **Off-Reservation** Rental Program. (Please see **Attachment A**) Tribal Members who exceed the rental allowance will be responsible to pay the difference.
2. If a temporary storage unit is warranted, the Tribal Member must sign the contract for the storage unit. STHD will pay temporary storage fees from the signing date of the construction contract for the new residence of the Tribal Member to the date of the Temporary Certificate of Occupancy (TCO), the Certificate of Occupancy (CO) and/or Clearance only. The Tribal Member shall pay any time extended beyond this period for storage. In the event the Tribal Member decides not to have a new Home constructed, STHD must be notified immediately and the temporary storage fee reimbursement will be discontinued.
3. Payments for any deposits, in addition to all associated taxes, are the sole responsibility of the Tribal Member.

RENTAL PROGRAM

The purpose of this **Rental Program** is to provide a quality rental unit that is safe, secure and sanitary to Tribal Members for use as their **Primary Residence** who are unable to acquire a home or who wish to rent on Trust Land.

1. Tenants for the Rental Program are selected according to their needs and the rental waiting lists. This criterion is considered per the unit type availability, family size and date of application. Persons and families that **do not** have a suitable and livable dwelling take priority over persons and families that have a suitable and a livable dwelling. Only one (1) rental unit will be allocated per Tribal Member/Tribal Member Family tribal wide. The tenant applicant cannot own a home on any Reservation or within 100 miles of the applicable rental unit location.
2. All Tribal Members in this Program must sign, and abide by, the STHD Rental Lease Agreement, or the agreement of a Tribal subsidiary entity as applicable, prior to move-in.
3. All rental units constructed prior to the effective date of the Housing Policy 2020 will be leased to the eligible Tribal Member for the Tribal Fair Market Rent rate of a particular type of unit as determined by Tribal Council from time to time based on the monthly rentals charged for comparable units in a specific market. A copy of the most recently approved Tribal Fair Market Rents is available in all STHD's offices. A copy is also included as **Attachment A**. All rents will be paid by deductions from Member's Per Capita distribution, as listed in Resolution No. C-109-12, as to the same may be amended or replaced, which gives the STHD first priority to withdraw funds from Tribal Member's Mid-Month per capita distribution for rental payments.
4. All rental units constructed after the effective date of the Housing Policy 2020 will be leased to the eligible Tribal Member at a rental rate based upon current construction costs at prevailing FHA, 30-year fixed rates plus 1/12th annual real estate taxes, 1/12th annual home insurance or 0.1% of purchase price, whichever is higher and 1/12th annual HOA fee, if applicable. All rents will be paid by deductions from Member's Per Capita distribution, as listed in Resolution No. C-109-12, as to the same may be amended or replaced, which gives the STHD first priority to withdraw funds from Tribal Member's Mid-Month per capita distribution for rental payments.
5. All Tribal Members residing in a Housing rental unit (this includes rent-to-own status) shall designate that rental unit as the Tribal Member's **Primary Residence**.
6. The STHD will provide maintenance and repairs of the **Primary Residence** (i.e., electrical, plumbing, appliances, or pressure cleaning) at the Tribe's expense; provided however, that if the cause for such repairs or maintenance was the intentional act or gross negligence of the Tribal Member or his or her guests or invitees, the Tribal Member will be charged for the cost of remedying the damage caused. The Tribal Member is responsible for the maintenance of appliances that have been properly installed and are in working order. **(Please refer to the applicable Lease Agreement)**

RENTAL PROGRAM

Continued

7. If evicted from any Tribal rental unit, the Tribal Member will not be approved for another rental unit for a 3-year time frame following eviction. Prior to occupancy to a new rental unit, verification must be made that any and all damages are paid in full by the Tribal Member.
8. When there is an early termination of the Rental Lease Agreement, the Tribal Member shall be responsible for all rents and fees until all early termination conditions have been met. (Please refer to applicable Lease Agreement).

HOMEOWNER/RENTER INSURANCE PROGRAM

The Seminole Tribe of Florida Risk Management Department offers several types of homeowners' insurance for its Tribal Members in respect to their **On-Reservation Primary or Secondary Residences** through these programs.

Community Shield Program: - This program is provided by the Tribe through the Risk Management Department for all **On-Reservation Primary Residences** effective January 1, 2021. The Tribe will pay the insurance premium for coverage up to \$250,000, and the Tribal Member will pay the insurance premium for any coverage in excess of \$250,000.

The policy's blanket coverage provides for the following:

1. Deductible - \$1,000
2. House Dwelling – up to \$250,000
3. Mobile Home / Trailer Dwelling – up to \$80,000
4. Other Structures – 10% of the value of the Dwelling
5. Personal Property – up to \$40,000
6. Premise Liability – \$50,000 per occurrence; \$50,000 annual aggregate limit
7. Emergency Living Expense – up to \$20,000
8. Medical Payments to Others - \$1,000 each person
9. Limited Water Damage – Mitigation Only \$15,000
10. Flood Coverage - \$25,000
11. Tribal Member may purchase additional insurance coverage at his/her own expense for “full replacement” value by contacting the STHD.
12. Tribal Member may be required to purchase separate flood insurance coverage.

HOMEOWNER/RENTER INSURANCE PROGRAM

Continued

Managed Care - This program is provided by the Tribe, at the Tribe's expense, for **On-Reservation** rental apartments, townhomes, or duplexes that are used by a Tribal Member as his or her **Primary Residence**. It covers:

1. Only the outside structure of rental unit.
2. No coverage is provided for personal property. Tribal Members are encouraged to purchase personal property rental insurance by contacting the insurance personnel in the STHD.
 - Tribal Member may be required to purchase separate flood insurance coverage

Native American Protection Plan: This plan is available to Tribal Members for **On Reservation Secondary Residences**. The Tribal Member is solely responsible for the payment of all premiums for insurance provided through this program. The policy provides insurance coverage for the following:

1. Dwelling (based on the replacement construction value of the property, if applicable, or the required coverage by the mortgage company); and
2. Personal Property, Premise Liability and Emergency Living Expenses (based on the coverage needs of the Tribal Member)
3. Tribal Member may be required to purchase separate flood insurance coverage.

Insurance Claim Reimbursements:

Claims for reimbursement must be approved and processed by insurance personnel of the STHD.

*In order to qualify for Housing Programs, Tribal Member owned homes must be adequately insured at **replacement cost value** as of the date the Tribal Member applies for benefits under any Housing Programs.

*** ** Tribal Members are encouraged to contact the STHD's insurance staff to review their insurance policies to determine if additional insurance is needed. The Tribe offers the basic coverage limits, which may not be adequate to cover the total loss of your home in the event of a fire or natural disaster.

GENERATOR MAINTENANCE PROGRAM

(Primary Residence)

Generator Maintenance Program:

The STHD will arrange for qualified professionals to conduct inspections and minor repairs on “standby generator units” at the Tribe's expense, at **On Reservation Primary Residences** and **Off-Reservation Primary Residences** by STHD maintenance staff which are within 100 miles of the nearest Reservation Housing Office. Those residences out of this range will be serviced by an outside contractor.

These services will be conducted on a quarterly basis.

Inspections and minor repairs include, but are not limited to, the following items listed below:

- Transfer Switch Operation
- Voltage Check
- Engine Leaks
- Belts, Alignment and Tension
- Electrical Connections
- Check Ignition Points and Distributor Caps
- Fuel Level and Condition of Fuel
- Examine Operation between Generator and Transfer Switch
- Change Oil and Oil Filter
- Battery and Battery Water Levels
- Dispense Ant Bait, Moth Balls and Rat Bait
- Examine Fuel Tank and Components
- Examine Generator Frame and Enclosure
- Examine Charging System
- Coolant Hoses

The STHD will refill and/or top off generator tanks as needed and to be determined by Housing Management at no cost to Tribal Member during Hurricane Season, as declared by the National Weather Center. During a Seminole Tribe of Florida declared State of Emergency, additional refills and/or top offs will be available for **On Reservation Primary Residences** and **Off Reservation Primary Residences** by STHD maintenance staff that are within 100 miles of the nearest Reservation Housing Office. Beyond this 100-mile distance, STHD is not able to provide fuel services.

In the event that the cost of the repair exceeds 50% of the Replacement Cost of the generator, the STHD will not make the repairs.

GENERATOR MAINTENANCE PROGRAM

(Secondary Residence)

THIS PROGRAM DOES NOT PROVIDE GENERATORS

(Maintenance of existing generators only)

Generator Maintenance Program:

The STHD will arrange for qualified professionals to conduct inspections and minor repairs on “standby generator units” for **On and Off Reservation Secondary Residences** which are within 100 miles of the nearest Reservation Housing Office. This service can be provided by the STHD to the **Secondary On and Off Reservation Residences** at the Tribal Member’s expense for which the Tribal Member can make payment at the housing office via check or credit card, or sign a deduction of Per Capita distribution form.

These services will be conducted on a quarterly basis.

Inspections and minor repairs include, but are not limited to, the following items listed below:

- Transfer Switch Operation
- Voltage Check
- Engine Leaks
- Belts, Alignment and Tension
- Electrical Connections
- Check Ignition Points and Distributor Caps
- Fuel Level and Condition of Fuel
- Examine Operation between Generator and Transfer Switch
- Change Oil and Oil Filter
- Battery and Battery Water Levels
- Dispense Ant Bait, Moth Balls and Rat Bait
- Examine Fuel Tank and Components
- Examine Generator Frame and Enclosure
- Examine Charging System
- Coolant Hoses

STOF HOUSING DEPARTMENT PRIVACY POLICY

We are committed to safeguarding Tribe Member Information.

The Seminole Tribe of Florida Housing Department is committed to protecting the privacy and accuracy of Tribal Member confidential information to the extent possible, subject to provisions of various Tribal ordinances and state and federal law. To best serve your needs, we may ask you provide certain information, which we understand may cause you some concern over what we will do with such information, especially personal or financial information. Understand that protecting the privacy and security of your personal information is of the highest priority to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

We collect information in the following ways:

- Information in a consumer credit report; or
- Homesite Lease application; or
- ADA/Special needs questionnaire or disclosure; or
- Via power of attorney; or
- in lease applications, loan applications, or for other reasons that the consumer may authorize;
- in other real estate related forms completed in or related to a transaction; and
- in tax return documents.

Possible Personal Information Collected:

- individual's first name, initial and last name;
- date of birth and that of occupants;
- social security number or other government-issued identification number;
- mother's maiden name;
- full description for property you own(ed) or rent(ed);
- homeowner insurance declaration page;
- roommate(s) name and date of birth;
- special medical needs;
- household size and names, ages and association to you;
- telecommunication access devices including debit or credit card information;
- financial institution account information;
- phone number, current & previous addresses;
- e-mail address; and
- emergency contacts.

STOF HOUSING DEPARTMENT PRIVACY POLICY

Continued

Confidentiality and Use of Information:

Other than as required by laws that guarantee public access to certain types of information, or in response to subpoenas or other legal instruments that authorize access, personal information is not actively shared. In particular, we do not re-distribute or sell personal information. We will use our best efforts to train and oversee our employees and agents to help ensure that your information will be handled responsibly. We will not release information to nonaffiliated Tribal parties except: (1) as necessary for us to provide the product or service you have requested of us: or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any relationship has ceased. We may also provide nonpublic personal information listed above to Council and the Executive Management team. Even if a service relationship no longer exists, our Privacy Policy will continue to apply.

The Privacy Policy is rooted in five (5) privacy principles that together form a comprehensive privacy protective architecture those five (5) privacy principles are follows:

1. Openness and Transparency

Tribal Member's information exists solely to assist in achieving their personal objectives, and Tribal Members have the right to request that no further information be shared on them at any time.

2. Purpose Specification and Minimization

Information usage will be limited to the amount necessary to accomplish the specified purpose. By minimizing collection and use also reduces privacy violations.

3. Information Integrity and Quality

Information should be accurate, complete, relevant, and up-to-date. Tribal Members can be adversely affected by inaccurate information. Thus, the integrity of the information must be maintained and Tribal Members may be permitted to view information about them and amend such information so that it is accurate and complete.

4. Security Safeguards and Controls

IT Security safeguards are ongoing and essential to privacy protection as they help prevent data loss, corruption, unauthorized use, and disclosure.

5. Accountability and Oversight

Employee training, and privacy audits, will be employed to identify and address privacy violations and security breaches by holding accountable those who violate privacy requirements and identifying and correcting weaknesses.

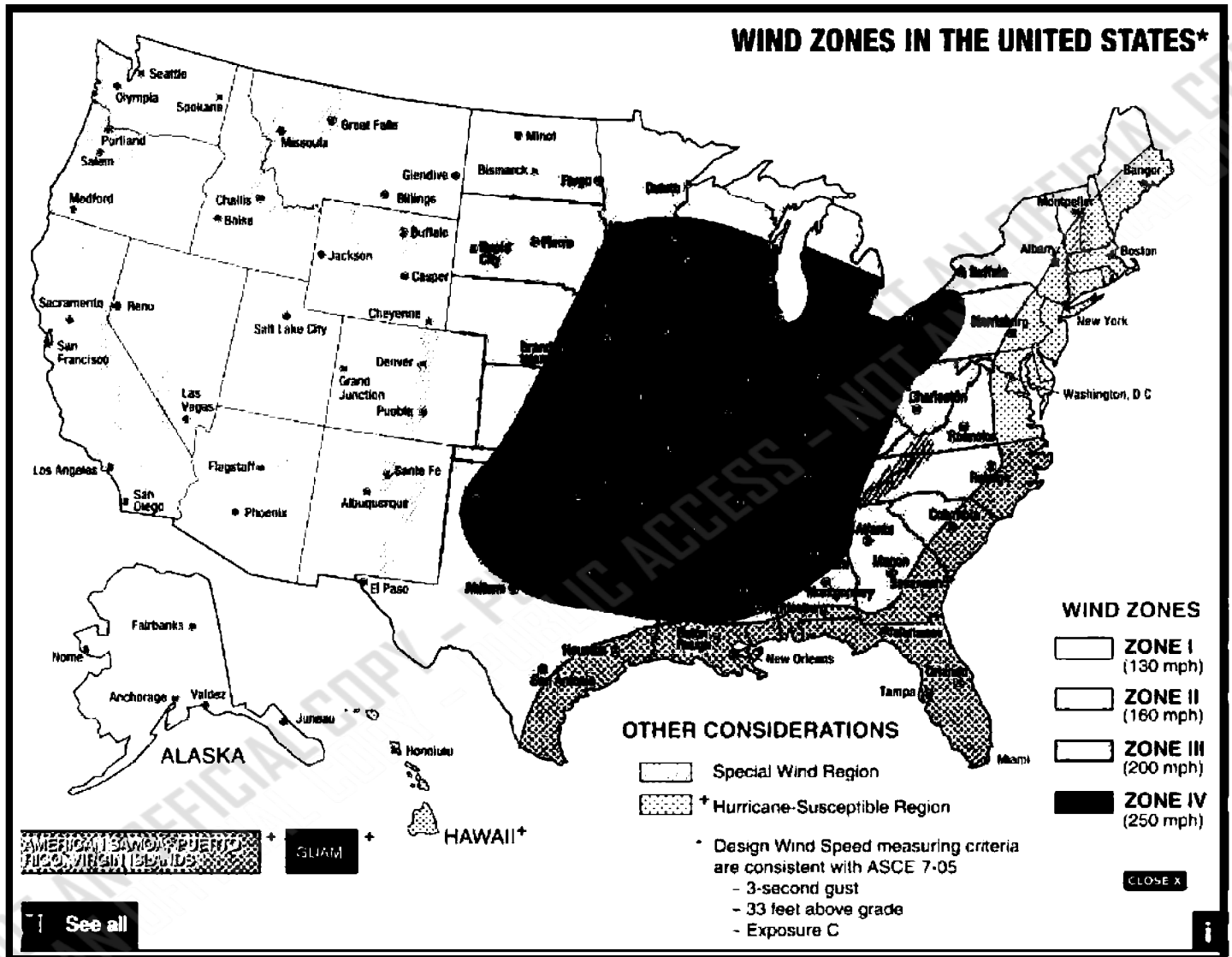
ATTACHMENT A

TRIBAL FAIR MARKET RENTS

HOUSING MARKET AREA ON & OFF RESERVATION	NUMBER OF BEDROOMS											
	1		2		3		4		5		6	
	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF
BIG CYPRESS	\$ 120	\$ 647	\$ 672	\$ 761	\$ 768	\$ 995	\$ 960	\$ 1,276	\$ 1,440	\$ 1,875	\$ 1,800	\$ 2,344
BRIGHTON	N/A	\$ 524	\$ 520	\$ 701	\$ 720	\$ 873	\$ 960	\$ 1,071	\$ 1,440	\$ 1,875	\$ 1,800	\$ 2,344
FORT PIERCE	N/A	\$ 787	\$ 648	\$ 960	\$ 720	\$ 1,270	\$ 960	\$ 1,578	\$ 1,248	\$ 1,625	\$ 1,560	\$ 2,031
HOLLYWOOD	N/A	\$ 980	\$ 768	\$ 1,253	\$ 1,056	\$ 1,790	\$ 1,344	\$ 2,188	\$ 1,920	\$ 2,500	\$ 2,400	\$ 3,125
IMMOKALEE	N/A	\$ 851	\$ 672	\$ 1,042	\$ 768	\$ 1,391	\$ 960	\$ 1,726	\$ 1,440	\$ 1,875	\$ 1,800	\$ 2,344
TAMPA	N/A	\$ 795	\$ 624	\$ 992	\$ 845	\$ 1,319	\$ 1,152	\$ 1,575	\$ 1,440	\$ 1,875	\$ 1,800	\$ 2,344

ATTACHMENT B

WIND ZONES IN THE UNITED STATES



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