Hilton

GROUP CONFIRMATION AGREEMENT

Hilton Fort Lauderdale Marina
1881 SE 17th Street
Fort Lauderdale, FL, US, 33316

This **Group Confirmation Agreement** ("Agreement") is by and between **Florida Housing Finance Corporation** ("Group") and **BSREP III Fort Lauderdale TRS LLC** ("Owner") d/b/a **Hilton Fort Lauderdale Marina** (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Lauren Cronin	**Name of "Event":**	Florida Housing Finance Corporation
Title:		**Date(s) of Event:**	January 28, 2027 - January 29, 2027
Company Name:	Florida Housing Finance Corporation	**Post to Reader Board As:**	
Address:	227 North Bronough Street Suite 5000	**Hotel Contact:**	Amanda McNeely
City, State, Zip:	Tallahassee, Florida 32301	**Title:**	Senior Sales Manager
Phone:	850.488.4197	**Phone:**	(954) 235-6062
Email:	lauren.cronin@floridahousing.org	**Email:**	amanda.mcneely@hilton.com

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates:

	THURS	
	01/28/2027	**Rate**
Standard King & Double/Double Guestrooms	50	$309.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 50

Group room rates as noted in the "Room Block" above are quoted *net non-commissionable* and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted sleeping room rates will be offered to Group's attendees, based on availability of contracted room type(s), 3 days before and 3 days after the above Event dates.

Schedule of Events:

Date	Start Time	End Time	Function	Room*	Setup	Agr	Room Rental
Thu, 01/28/27	2:00 PM	6:00 PM	Meeting	Dolphin	U Shape for 20 & Special Set	35	$750
Fri, 01/29/27	8:00 AM	12:00 PM	Meeting	Intracoastal Ballroom	Theater & Special Set	150	$3,750

- ***Subject to change without notice.**
- **Group agrees to confirm with Hotel the assigned function space *before* printing any materials listing specific meeting or function locations.**
- **Ant = Anticipated; Agr = Anticipated Number of Attendees**

Gratuity & Service Charge: The combined gratuity and service charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently, the combined charge is equal to **25%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently **11.5%**) is a **gratuity** and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently **13.5%**) is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event. Hotel will endeavor to notify Group in advance of Group's Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of Group's Event.

Meet with Purpose: Hilton's Meet with Purpose program provides opportunities for groups to host sustainable meetings. Prior to the Event, Group may request that the Hotel run Hilton's proprietary "*Meeting Calculator Report*" that uses the number of Event days, attendees, meals, room nights, and total amount of contracted meeting and function space, along with the Hotel's specific environmental measurements, to *estimate* carbon emissions, energy use, water use, and waste that will be produced during the Event. The Hotel can then use these metrics to provide Group with ways to reduce the environmental footprint of the Event that align with Group's goals and values such as climate conscious menus, waste reduction strategies, incorporating a social impact event in the Hotel's local community, and/or food donation opportunities (where legally allowable).

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	**$15,450.00**
Total Anticipated Food and Beverage Revenue: Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.	**$3,000.00**
Total Anticipated Meeting Room Rental Fees: Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.	**$4,500.00**
"Total Anticipated Revenue":	**$22,950.00**

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **7**%, and the hotel occupancy tax rate is **6**% (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.

Additional Concessions: In consideration of the entire value Group's Event will bring to the Hotel, the Hotel is pleased to offer the following additional concessions based on Group's achievement of **90**% or greater of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**. If the actual total sleeping room revenue and the actual total food and beverage revenue for Group's Event materializes at less than **90%** of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the unearned concessions. If Group elects to pay for unearned concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

- Waived Nightly Resort Fee to Include:
  - High speed wireless internet in guestrooms
  - Kids 12 and under dinner included at Olive & Sea with adult entree purchase
  - 10% water taxi discount
  - Daily round-trip beach shuttle transportation, based on hotels current shuttle schedule
  - Two (2) bottles of water daily Beach towels for beach use daily
  - Beach towels for beach use daily

Option Dates: These arrangements are being held on a **first option basis** until **June 29, 2026 (**the "**Option Period**"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given **48 hours**, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by **June 29, 2026**, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Group Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: **https://www.hilton.com/en/p/hilton-distributions/gca-usa/addlterms/**.

Entire Agreement: This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion. The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: Florida Housing Finance Corporation

Kirstin Helms

By: KHelms

Title: Comptroller

Dated: 6.18.2026

HOTEL:

BSREP III Fort Lauderdale TRS LLC ("Owner")
d/b/a Hilton Fort Lauderdale Marina

By Hilton Management LLC, Managing Agent

By: Signed by: Amanda McNeely 57BA28C996F246E...

Title: Senior Sales Manager

Dated: 6/18/2026

STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made directly by the attendee via the Internet & some via a rooming list. Hotel has created a Reservations Group Code for the Event. Grau p's Event Manager will provide Grau p with the unique URL to send out to Grau p's attendees as well as an Excel template to create Group's rooming list. Group's final rooming list must be received on or before the Cut-Off Date. All published housing information on Group's website or registration materials must be reviewed by the Hotel to ensure rate, date, Cut-Off Date, and Hotel specific information is correct.

Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than **December 29, 2026.** This date will be known as the "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group guarantees payment of such rooms to the Master Account. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room and tax will be paid by individuals unless noted by the rooming list. Incidental charges will be paid by individuals unless noted on the rooming list, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, refundable up to 5 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Grau p's advance payments and deposits will either be refunded by Hotel to Grau p within 30 days after completion of Grau p's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Check-In/Out Time: Currently, Hotel's check-in time is 4:00 PM, check-out time is 11:00 AM (subject to change without notice). All guests arriving before the established check-in time may be accommodated as rooms become available, provided that such guests elect to pay an early arrival fee (varies as follows: Before 6am = Full Rate; 6am – 9am = $70; 9am – 12Noon = $40; 12Noon – 2pm = $25). Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Food & Beverage Guarantees and Timeline: In order for Hotel to deliver on Group's expectations for a successful Event, it is critical for Group to provide timely and complete information to the Hotel. So that the Hotel may make appropriate plans for purchasing and preparing product, as well as properly scheduling staff, the following mandatory timeline relates to final menus and program meal functions:

TIMELINE	Action
Menu Prices Set by Hotel **90 days** prior to the Event	At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
"F&B Cut-Off Date" **45 days** prior to the Event	No later than the F&B Cut-Off Date, Group must submit the final agenda with detailed daily room set specifications, final catered menu selections and the updated ***anticipated*** attendance for all scheduled catered food functions. Upon review of Group's final menus and Event requirements, Hotel will send Event Orders to Group to review all arrangements and prices. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct and Group will be billed accordingly.
Expected Number of Attendees Due no later than Noon (local Hotel time), **ten (10) business days** prior to the first day of the Event	Group must submit the ***expected*** number of attendees for each catered food function. If for any reason Group's *expected* number of attendees are not submitted by the due date, Hotel will use the ***anticipated*** number of attendees listed in the Event Orders as the basis to determine the ***expected*** number of attendees. Group may either reduce or increase the ***expected*** number of attendees when giving the ***final guaranteed*** number of attendees for each scheduled catered food function by up to 10% without incurring any liability to Hotel for additional costs or supplemental surcharges.
Final Guaranteed Number of Attendees Due no later than **Noon (local Hotel time), three (3) business days** prior to the first day of the Event	Group must inform Hotel of the ***final guaranteed*** number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone. Guarantees cannot be reduced after this time. Guarantees by text message cannot be accepted. Group will be charged the final guaranteed attendance or the number of attendees served, *whichever is greater.* Hotel will only prepare food for the final guaranteed number of attendees. If Group ***reduced*** the ***expected*** number of attendees for a catered food function by more than 10%, then the Hotel may add a supplemental surcharge to the Group's Master Account equal to the actual menu price per person as stated on the applicable Event Order (plus taxes and applicable gratuity and service charge) multiplied by the number of attendees reduced in excess of 10%. If Group ***increased*** the ***expected*** number of attendees for a catered food function by more than 10%, then the Hotel may add a supplemental surcharge equal to **25%** of the meal cost to the Group's Master Account to cover costs incurred by the Hotel for rush orders and overtime, and the menu offering may be based on Chef's Selection and Group agrees to accept such substitutions. This also applies if there are any ***increases*** to the final guaranteed number of attendees within five (5) business days before the start of the Event or if Group adds a new catered food function added within five (5) business days before the start of the Event.

Supplemental Surcharges: For Group's information, supplemental surcharges are charges added to Group's Master Account to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. ***Supplemental surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees.*** Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Master Accounts:
Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	**Amount**
Initial Deposit	No later than 5 days after receipt of a final signed Agreement from Hotel	$2,500.00
Second Deposit	October 28, 2026	$2,500.00
Final Payment	December 28, 2026	

No later than 30 days in advance of arrival, or **December 28, 2026.** Group will either provide Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, *or* provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

Hotel prefers that Group pay all deposits and Master Account charges by electronic funds (wire) transfer. Hotel will separately provide Hotel's current banking details. If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. **Hilton accepts American Express**. If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after Group's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate **$15,450.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of **90%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **90%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.Hotel will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by Group to Hotel from the amount Group owes Hotel as sleeping room performance damages.

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of **$3,000.00** in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product sales. Should Group fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of Group's meeting, drop in attendance, change in food and beverage functions or otherwise, Group agrees that the Hotel will suffer damages that will be difficult to determine. Therefore, Group agrees that Group will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for Group's banquet food and beverage functions during Group's Event dates, plus any applicable state and local taxes as required by law. Group agrees that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy. All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for any reason other than due to a valid Impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and **July 28, 2026:**	**60** % =	$13,770.00
Cancellation between **July 29, 2026** and **October 28, 2026:**	**70** % =	$16,065.00
Cancellation between **October 29, 2026** and **date of arrival:**	**80** % =	$18,360.00

Total Anticipated Revenue for this Event is **$22,950.00**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth above.

Payment of cancellation damages is due within 30 days following Group's written notice of cancellation to Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Impossibility: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: epidemics/pandemics, acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by Hotel in preparation for the cancelled Event (*i.e.*, food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by Hotel if staff schedules were posted and the Event is cancelled, etc.).

Indemnification: To the extent allowable by law, Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "**Claim(s)**"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Group Indemnified Parties**"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance: Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than $2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than $2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at: https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=645498676. The Hotel can confirm whether the Hotel participates.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

Audio Visual: The Hilton Fort Lauderdale Marina is pleased to announce that FIVE-STAR AUDIO VISUAL is the Hotel's preferred in-house event technology provider. While using FIVE-STAR AUDIO VISUAL for audio-visual needs is not mandatory, the Group agrees to consider their competitive bid for any events. Should Group choose to hire an outside event technology company, the following conditions apply:

1. Event Technology Liaison: An experienced event technology liaison will be assigned to Group to supervise the load-in, duration of the Event, and load-out of the outside company's services to ensure Event success and protect the Hotel's integrity.
2. Charges: Current charges for liaison services are $135 per person (for both FIVE-STAR AUDIO VISUAL and Hotel Security) per hour, with a minimum of five hours for both load-in, duration of the event/s, and load-out when using an outside AV provider. Load-in and load-out times must be provided to the Event Manager ten days before the event to coordinate with the Loading Dock. Hilton Fort Lauderdale Marina is not liable for the performance, damage, storage, or delivery of any audio-visual equipment from outside vendor unless specific arrangements are made in writing.
3. Rigging and Power Rights: FIVE-STAR AUDIO VISUAL has exclusive rights to rigging and power in all meeting spaces. Outside production may provide its own power drop and feeder cable, but the liaison must tie these in for a fee. Please connect with the Five-Star Representative for pricing on Rigging and Power Services.
4. On-Site Support: The event technology liaison will be present during the event production days, as agreed upon with the Group's event technology provider, to address last-minute additions or emergencies. The liaison will require the outside vendor to sign a load-in/out form with exact load-in and load-out times for accurate billing. This fee will be billed at current labor rates, plus applicable taxes, to the Group's Master Account.
5. Cost Determination: The total cost for event technology liaison services will depend on the duration and scope of the Group's load-in/load-out schedule and event production. Once the Group's audiovisual needs are determined, they may contact a FIVE-STAR AUDIO VISUAL representative for an estimate.
6. Certificate of Insurance: A Certificate of Insurance (COI) for the outside vendor must be provided before their arrival on-site.
7. Guidelines Document: A separate "Outside Production Guidelines" document will be sent and must be signed by the vendor before arrival. This document will include loading dock rules, times, dress code, elevator dimensions, and other relevant information.

Disputes Involving Credit Card Payments: As a condition of Hotel agreeing to accept Group's credit card as an approved form of payment for all Master Account charges, Group agrees that any disputes that Group may raise with respect to any Master Account charges must be addressed directly by Group and Hotel, and the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall resolved in accordance with the dispute resolution provisions as contained elsewhere in this Agreement.

PARKING: **Maximum of two cars per room/per night for overnight Self-Parking.** Current overnight Valet Charge= *$52, Self-Parking =*$46. Day/Event Self- Parking=One hour: $5, Two Hours: $10, Three Hours $15, Four Hours $20, Five hours or longer $40. Should Group wish to pay for Group's attendees' parking charges, arrangements and payment must be made in advance *(plus 7% sales tax).

Shipping and Handling: Following is an outline of the specific details of the Hotel's Package Handling Procedures. These details itemize the standard services of receiving, storing, handling and shipping packages.

Shipment handling charges will apply as follows:

Incoming/Outgoing Parcels	Handling & Processing Fee
0-5 lbs	$5 per parcel
Parcels 6 lbs – 20 lbs	$10 per parcel
Parcels 21 lbs – 50 lbs	$15 per parcel
Parcels over 50 lbs	$25 per parcel
(after the 9th parcel, the pallet rate then applies)	
Incoming/Outgoing Display Cases	
Display box, poster, large tube, or oversized box	$20 per case
Display Case (each)	$30 per case
Incoming/Outgoing Crates	
Crates under 150 lbs	$50 per crate
Crates over 150 lbs	$150 per crate
Incoming/Outgoing Pallets	$50 per pallet
Storage Charges (apply after the third day)	
0-50 lbs	$5 per parcel per day
Over 50 lbs	$7 per parcel per day
Crates	$10 per parcel per day
Pallets	$15 per parcel per day

Man Hours

There is a $30/hour or any portion of an hour / per man charge when shipping and receiving staff is involved in the unloading/loading, breakdown/set up/packaging of parcels/convention/exhibit materials in addition to above charges.

DELIVERIES: Any materials being sent to the hotel must be marked as follows:

1. **Hold for Guest Arrival**
   Attn: (Guest's Name)
   Name of the Convention/Program
   Arrival Date: mm/dd/yyyy
   Name of Hotel Service Manager
2. **Notate Complete Return Address**
3. **Address of Hotel:**
   Hilton Fort Lauderdale Marina
   1881 SE 17th Street Causeway
   Fort Lauderdale, FL 33316

Appendix A
Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Agreement for the events surrounding the Florida Housing Board of Directors Meeting to be held at the Hilton Fort Lauderdale Marina ("Hotel") on January 28 - 29, 2027.

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hotel in connection with this Contract is subject to the provisions of ss. 119.01-.15, F.S., as may be amended from time to time (Florida's Public Records Law). Hotel represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to s. 119.0701(2)(b), F.S., Hotel will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Hotel is acting on behalf of Florida Housing.

If Hotel has questions regarding the application of Chapter 119, Florida Statutes, to Hotel's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

2. Hotel understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.

3. Hotel understands and agrees to comply with the provisions of s. 448.095, F.S.

4. Hotel attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.

5. Hotel attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

There are no other changes to the remainder of the Agreement.

HILTON FORT LAUDERDALE MARINA	FLORIDA HOUSING FINANCE CORPORATION
Signed by: By: Amanda McNeely 57BA28C996F246E...	By: [signature]
Name, Title: Amanda McNeely, Senior Sales Manager	Name, Title: Kirstin Helms, Comptroller
Date: 6/18/2026	Date: 6·18·2026