

**UNANIMOUS WRITTEN CONSENT OF THE MEMBERS  
OF CIUDAD DE NUESTROS ANGELES I, LLC  
WITHOUT A MEETING**

**December \_\_, 2020**

**THE UNDERSIGNED**, being all the members of **CIUDAD DE NUESTROS ANGELES I, LLC**, a Florida limited liability company (the "**Company**"), acting pursuant to the authority of the Florida Revised Limited Liability Company Act (the "**Act**"), hereby adopt the following recitals and resolutions, effective as of the date hereof:

**WHEREAS**, the Company owns that certain real property located at 3501 Inverrary Boulevard, Lauderhill, Florida, as legally described on Exhibit A attached hereto (the "**Property**");

**WHEREAS**, the Company wishes to convert the hotel located on the Property (the "**Hotel**") to a multi-family residential project with rental units with a minimum of twelve (12) month leases, and to install permanent kitchens into each of the 212 units of the Hotel and conduct certain other renovation work at the Hotel (the "**Project**");

**WHEREAS**, the undersigned members, deem it in the best interest of the Company to appoint EIG Inverrary Management, LLC, a Delaware limited liability company, as the Manager for the Company to execute and carry out the Project on behalf of the Company, and to enter into that certain Development Agreement with the City of Lauderhill with respect to the Project (the "**Development Agreement**").

**NOW THEREFORE LET IT BE:**

**RESOLVED**, that the form, terms and provisions of the Development Agreement be, and hereby are, approved and ratified by the Company;

**RESOLVED**, that the Company hereby appoints EIG Inverrary Management, LLC (the "**Manager**") as the Manager of the Company to perform and carry out the Project on behalf of the Company and Manager shall be, and hereby is, authorized and empowered to take all action as the Manager shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the Project and the transactions contemplated by the Development Agreement;

**RESOLVED**, that the Manager, and Roberto J. Suris, in his capacity as an authorized representative of the Manager (the "**Authorized Person**"), hereby is authorized, to complete, execute and deliver the Development Agreement, in the name and on behalf of the Company with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any annexes, schedules or exhibits thereto) as the Authorized Person shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his approval of any such additions, deletions or changes);

**RESOLVED**, that the Authorized Person be, and hereby are, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the Project and the transactions contemplated by the Development Agreement, and the intent and purposes of the foregoing resolutions;

**RESOLVED**, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Person to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

**AND BE IT FURTHER RESOLVED**, that an executed copy of this written consent shall be filed with the minutes of the proceedings of the Company and that the Authorized Person shall be authorized to certify the resolutions herein.

This written consent may be signed in two or more counterparts, each of which shall be an original, and all of which shall be deemed one instrument. A signed copy of this written consent delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this written consent.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned Members have given their consent to the foregoing resolutions as of the date first above written.

**MEMBERS:**

\_\_\_\_\_  
LUIS NAVAS

\_\_\_\_\_  
MARIA NAVAS

## EXHIBIT A

Parcel 1:

A portion of Tract "A", THE INN AT INVERRARY, as recorded in Plat Book 83, Page 35, Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Tract "A"; thence North  $66^{\circ}36'42''$  West, along the northerly line of said Tract "A", a distance of 104.76 feet to a point of curve; thence northwesterly, along the said northerly line and along a curve to the right with a radius of 2904.79 feet and a central angle of  $02^{\circ}10'44''$ , an arc distance of 110.47 feet to the POINT OF BEGINNING; thence continuing northwesterly, along the said north line and along a curve to the right, with a radius of 2904.79 feet and a central angle of  $06^{\circ}00'22''$ , an arc distance of 304.50 feet; thence South  $37^{\circ}22'31''$  West, a distance of 542.20 feet; thence North  $52^{\circ}37'29''$  West, a distance of 199.25 feet to a point on the northwesterly line of Tract "A"; thence southerly, easterly and northerly, along the boundary line of said Tract "A", the following seven courses and distances: South  $37^{\circ}22'31''$  West, a distance of 133 feet; thence South  $52^{\circ}37'29''$  East, a distance of 559.89 feet; thence due North, a distance of 173.50 feet to a point of curve; thence northeasterly, along a curve to the right, with a radius of 88 feet and a central angle of  $45^{\circ}00'00''$ , an arc distance of 69.12 feet to a point of tangency; thence North  $45^{\circ}00'00''$  East, a distance of 60.38 feet to a point of curve; thence northeasterly, along a curve to the right, with a radius of 74 feet and a central angle of  $45^{\circ}00'00''$ , an arc distance of 58.12 feet to a point of tangency; thence due EAST, a distance of 33.11 feet to a point of termination of the seven courses and distances; thence North  $37^{\circ}22'31''$  East, a distance of 389.89 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

A portion of Tract "A", THE INN AT INVERRARY, as recorded in Plat Book 83, Page 35, Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Tract "A"; thence North  $66^{\circ}36'42''$  West, along the northerly line of said Tract "A", a distance of 104.76 feet to a point of curve; thence northwesterly, along the said northerly line and along a curve to the right, with a radius of 2904.79 feet and a central angle of  $02^{\circ}10'44''$ , an arc distance of 110.47 feet; thence South  $37^{\circ}22'31''$  West, a distance of 209.02 feet to the POINT OF BEGINNING; thence continuing South  $37^{\circ}22'31''$  West, a distance of 180.86 feet to a point on the southerly line of said Tract "A"; thence due East, along the said southerly line, a distance of 109.79 feet; thence due North, along the boundary line of said Tract "A" and the Northerly extension thereof, a distance of 143.73 feet to the POINT OF BEGINNING.

AND THE FOLLOWING PARCEL:

A portion of Tract "A", THE INN AT INVERRARY, as recorded in Plat Book 83, Page 35, Public Records of Broward County, Florida, more particularly described as follows:

BEGINNING at the northeast corner of said Tract "A"; thence N66°36'42"W, along the northerly line of said Tract "A", a distance of 104.76 feet to a point of curve; thence northwesterly along the said northerly line of Tract "A" and along a curve to the right with a radius of 2904.79 feet and a central angle of 02°10'44", an arc distance of 110.47 feet; thence South 37°22'31" West, a distance of 209.02 feet; thence due South, a distance of 11.73 feet; thence Easterly and Northerly, along the boundary line of said Tract "A", the following two courses and distances due East, a distance of 323.57 feet; thence due North, a distance of 90.48 feet to the point of termination of the said two courses and distances, and the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

A portion of Tract "A", THE INN AT INVERRARY, as recorded in Plat Book 83, Page 35, Public Records of Broward County, Florida, more particularly described as follows:

Beginning at the most Westerly corner of said Tract "A"; thence North 37°22'31" East, along the Northwesterly line of said Tract "A", a distance of 133 feet; thence South 52°37'29" East, a distance of 199.25 feet; thence South 37°22'31" West, a distance of 133 feet to a point on the Southwesterly line of said Tract "A"; thence North 52°37'29" West, along the said southwesterly line, a distance of 199.25 feet to the POINT OF BEGINNING.

BEING ALSO FORMERLY DESCRIBED AS:

All of THE INVERRARY RESORT HOTEL CONDOMINIUM, according to The Declaration of Condominium recorded in O.R. Book 21610, Page 923, and all exhibits and amendments thereof, Public Records of Broward County, Florida.