

EXHIBIT 6

Exhibit "6"

SUMMARY OF KEY MILESTONES, PAYMENTS AND PROJECT CONTINGENCIES

Execution of Development Agreement (DA) and Purchase Sale Agreement (PSA)	After July 29, 2020 , following City Commission approval of DA and PSA. DA and PSA subject to voter referendum approval on Nov. 3, 2020.
First Deposit under PSA: \$1 million	<p>August 31, 2020.</p> <p>Non-refundable if Closing fails to occur due to Purchaser default.</p> <p>Refundable if Closing fails to occur, but Purchaser is not in default.</p>
Effective Date of DA and PSA and	Subject to voter referendum approval, Effective Date is the date the City Commission adopts Resolution certifying November 3, 2020 election results (anticipated for mid-November, 2020).
Second Deposit under PSA of \$4 million	<p>January 31, 2021 or 30 days after Effective Date, whichever is later.</p> <p>Refundable if Closing fails to occur, but Purchaser is not in default.</p> <p>If Closing fails to occur due to Purchaser default, City would retain, as liquidated damages, First Deposit (\$1 million) and 50% of Second Deposit (\$2 million), for total of \$3 million retained by City.</p>
New Lease Execution and Effective Date	<p>Subject to voter referendum approval on November 3, 2020, New Lease is contingent upon the Closing of Sale of Residential Parcel taking place.</p> <p>New Lease to be executed by City and delivered at Closing on March 15, 2021.</p> <p>New Lease would be effective on March 15, 2021, with the Term to commence on January 1, 2022 upon expiration of Existing Lease.</p>
Closing Date for Sale of Residential Parcel	<p>March 15, 2021.</p> <p>Residential Parcel deed is conveyed to Purchaser, and \$5 million deposit becomes First Installment Payment to City. Balance of \$50 million due in installments, evidenced by the Note and secured by the First Mortgage on the Residential Parcel.</p>

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	<p>Post-Closing, the First Installment Payment of \$5 million may be refundable, depending on reason for subsequent unwinding of DA and Sale of Residential Parcel.</p> <p><u>Non-refundable</u> if unwinding occurs because Project Approvals cannot subsequently be obtained. City retains full \$5 million Installment Payment, and Residential Parcel deed is re-conveyed to City. New Lease remains in effect, and New Lessee builds new \$22.5 million Marina facility (the “Alternate Replacement Facility”) in accordance with New Lease.</p> <p><u>Refundable</u> via rent credit of \$500,000 per year for ten (10) years if unwinding occurs because New Lease is successfully challenged and New Lease is voided/terminated. In such event, Existing Lease shall have been deemed renewed, DA is terminated, Residential Parcel deed is re-conveyed to City, and Existing Lease continues in accordance with its terms.</p>
<p>Submittal Application to Design Review Board</p>	<p>6 months following Effective Date (July 31, 2021)</p>
<p>Second Installment Payment of \$5 million (total of \$10 million paid)</p>	<p>January 1, 2022.</p> <p>Second Installment Payment is refundable in the event of unwinding of DA and Sale of Residential Parcel.</p> <p>If Project Approvals cannot be obtained, DA is terminated, and New Lease is in effect, \$2.5 million to be reimbursed to New Lessee as credit against New Lessee’s obligation to build new \$22.5 million Alternate Replacement Facility, with credit applied to costs in excess of \$20 million. Balance of \$2.5 million to be spent by City on public benefit improvements, to deliver the park and resiliency benefits contemplated for the Project.</p> <p>If New Lease is challenged and Existing Lease remains in effect, City would refund the \$5 million Second Installment Payment via rent credit, cumulative with rent credit for First Installment Payment, of \$1,000,000 per year for 10 years.</p>
<p>Third Installment Payment of \$5 million (total of \$15 million)</p>	<p>September 1, 2022.</p>

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	<p>If Project Approvals cannot be obtained, Third Installment Payment refundable in same manner as Second Installment Payment, with \$2.5 million applied as credit against New Lessee’s obligation to build new \$22.5 million Alternate Replacement Facility with credit applied to costs in excess of \$17.5 million. Balance of \$2.5 million to be spent by City on public benefit improvements contemplated for the Project.</p> <p>If New Lease is challenged and Existing Lease remains in effect, City would refund the \$5 million Second Installment Payment via rent credit, cumulative with rent credits for First and Second Installment Payment, of \$1,000,000 per year for 15 years.</p>
Target Date for Project Approvals (DRB and Planning Board)	2 years following Effective Date
Target Commencement of Construction	4 years following Effective Date
Outside Date for Project Approvals	<p>54 months following Effective Date (July 31, 2025), subject to extension per Agreement terms.</p> <p>City right to terminate Development Agreement if Developer fails to obtain Project Approvals by Outside Date, subject to extensions per Agreement terms.</p>
Outside Date for Initial Building Permit	<p>6 years from Effective Date (Jan. 31, 2027), subject to extension per Agreement terms.</p> <p>Liquidated damages to City of \$1,000 per day if Developer fails to obtain Building Permit by Outside Date, with amounts due as condition of issuance of Building Permit.</p>
Outside Date for Commencement of Construction	<p>8 years following Effective Date (Jan. 31, 2029), subject to extension per Agreement terms.</p> <p>If Developer fails to Commence Construction by Outside Date, City may terminate DA. Residential Parcel would be re-conveyed to City, and New Lessee would have obligation to build new Alternate Replacement Facility.</p>
Maturity Date of Note / Payment of \$40 Million balance of Purchase Price and any accrued interest	Upon City’s confirmation that conditions precedent to Commencement of Construction have been satisfied (i.e., once construction loan is in

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	<p>place, construction contract executed, and all governmental approvals for the Project are obtained).</p> <p>Until Commencement of Construction, Residential Parcel deed must be re-conveyed to City in the event of DA termination.</p> <p>Following Commencement of Construction and full payment to City of the \$55 million Purchase Price, Project risks minimized as Project approvals and funding would be in place (with lender step-in rights to cure default and complete Project in the event of Developer default).</p> <p>City would retain remedies for failure to timely complete construction, including liquidated damages which would be payable as condition of issuance of CO for the Project, but Residential Parcel deed would not be re-conveyed to City following full payment of Purchase Price. The Project restrictions approved as part of the DA (i.e., maximum 60 residential units, etc.) will survive and apply to successor owners of the Residential Parcel, as the restrictions will run with the land and remain in place through the REA.</p>
<p>Outside Date for Completion of Construction</p>	<p>Completion of construction within 48 months from Commencement of Construction, with an additional period of up to 6 months granted for early Commencement of Construction each month prior to 8 year outside date for Commencement of Construction.</p> <p>Liquidated Damages to City of \$1,000 per day if commercial portion of Project not completed by Outside Date for Completion of Construction.</p> <p>Liquidated Damages to City of \$1,000 per day if residential portion not completed 5 years from Commencement of Construction. City may terminate D.A. if residential portion of Project is not completed 8 years from Commencement of Construction.</p> <p>Park portion of Project to be completed by date that is earlier of TCO for the Project or 9 months after TCO for commercial portion of the Project.</p>
<p>Duration of Development Agreement</p>	<p>12 years, subject to extension per Agreement terms.</p>

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<p>Timeline for Lessee to Build Alternate Replacement Facility if Development Agreement is Terminated</p>	<p>If Development Agreement is terminated and New Lease remains in effect, New Lessee must build a \$22.5 million Alternate Replacement Facility in accordance with requirements of New Lease. The timelines are as follows:</p> <p>Project Approvals (DRB, Planning Board) and Building Permit: Within 2 years following notice by City of termination of D.A., subject to extension per Agreement terms.</p> <p>Completion of Construction: Within 3 years of Project Approvals and Building Permit, subject to extension per Agreement terms.</p> <p>Liquidated damages to City if New Lessee fails to complete construction within 5 years from initial notice by City of termination of DA., subject to extension per Agreement terms. City right to terminate New Lease if Alternate Replacement Facility is not completed 1.5 years thereafter.</p>
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