

## EXHIBIT F

### PRIMA PASTA LETTER

**MEMORANDUM**

**TO:** Gerardo Cea, Aria Mehrabi, Kathie Brooks

**CC:** Bruce Hornstein, Rafael Paz, Eve Boutisis, Wayne Pathman, Mark Milisits, Oliver O'Donnell, Kobi Karp

**FROM:** Carter N. McDowell

**DATE:** December 5, 2018

**RE:** Prima Pasta terms for Term Sheet

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Prima Pasta Terms to be included in Term Sheet and ultimately the Development Agreement between the City of Miami Beach (the "City") and North Beach Town Center Development LLC (the "Developer").

The City and Developer acknowledge that Prima Pasta began business in 25 years ago and is one of the oldest and most stable businesses in the North Beach area. The existing parking lot abutting the Prima Pasta property on its western side reaching to Bryon Ave where the vehicular entrance to the lot is located is owned by the City (the "City Parking Lot").

The City Parking Lot has also historically served the Bryon Carlyle Theater and was acquired by the City as part of its acquisition of the theater in 1986.

Prima Pasta receives its power, water, sewer and other services from utilities both underground and above ground crossing the City Parking Lot and or the Developer owned land abutting Prima Pasta property on the south. In addition, Prima pasta receives its deliveries and trash and garbage pick up across the abutting properties.

The Prima Pasta building also has zero setbacks on the east, south and west sides and as result its fire exiting and some of its exhaust fans and other services are across the abutting properties and will need to also be replaced. There is an existing platted five foot utility easement along the western boundary of the Prima Pasta Property.

The Developer is seeking to acquire the City Parking Lot from the City as part of a proposed development on both the City Parking Lot and the Developer's property. (the "Redevelopment") The Developer's acquisition and development of the City Parking Lot will require to relocation and replacement of all of the services Prima Pasta currently receives across the abutting properties, with the exception of natural gas which comes from 71st street.

Therefore, as part of the proposed Redevelopment, the Developer, at its sole cost and expense, shall be responsible for providing for at least equivalent uninterrupted services and the relocation and replacement of all existing services provided to Prima Pasta across the abutting properties such that Prima Pasta will be able to continue to operate in the substantially the

same manner it has for the last 25 years without materially increased capital or operational costs as a result of the Redevelopment.

Further, to the extent that the Redevelopment causes or requires modification of or to the Prima Pasta Property or facilities to meet fire life safety requirements, garbage or delivery improvements ( such as recycling and/or air conditioned trash and garage facilities or the like), or modification to the HVAC or exhaust fans or sewer systems ( such as smoke and grease scrubbers and or new grease traps and/or separators) the Developer, at its sole cost and expense, shall also be responsible for all such improvements, such that Prima Pasta will be able to continue to operate in substantially the same manner it has for the last 25 years without materially increased capital or operational costs as a result of the Redevelopment.

To ensure the required facilities, improvements and services are provided as outlined above, the Development Agreement between the Developer and the City shall include detailed provisions addressing each of these issues and any other similar or related issues that are identified upon more detailed investigation and analysis of the impact of the Redevelopment on the Prima Pasta Property and facilities both before and during construction and upon completion of construction.

Prima Pasta shall be an intended third party beneficiary of these provisions in the Development Agreement and as such shall be a party to the final negotiation of these terms and conditions in the Development Agreement and shall execute a joinder to the Development Agreement for the sole purpose of acknowledging its agreement to the final terms and conditions in the development agreement with regard to these issues.