

BEFORE THE STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION

2401 NW, LLC

Petitioner,

vs.

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

FHFC CASE No. 2014-048BP

APPLICATION No. 2014-183C  
REQUEST FOR APPLICATION 2013-003

FLORIDA HOUSING  
FINANCE CORPORATION

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**FORMAL WRITTEN PROTEST AND  
PETITION FOR ADMINISTRATIVE HEARING**

Petitioner, 2401 NW, LLC, ("2401 NW" or "Petitioner"), by and through undersigned counsel, file this Formal Written Protest and Petition for Administrative Hearing ("Petition") pursuant to Section 120.569 and 120.57(1) and(3), Florida Statutes ("F.S."), and Rule 28-110, Florida Administrative Code ("FAC") regarding the intended decision of the Respondent, FLORIDA HOUSING FINANCE CORPORATION to award low-income housing tax credits ("Housing Credits") in response to the Request for Application ("RFA") 2013-003 titled RFA 2013-003 FOR AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES. (Exhibit A: RFA).

Petitioner submitted a response to a Request for Application (RFA 2013-003) issued by Florida Housing Finance Corporation and effectively received the highest lottery number for construction of a multi-family affordable housing tower in a blighted area of Miami-Dade County where there is a great need for such housing. Florida Housing Finance Corporation deemed the application ineligible for funding which decision violates its own RFA and rules.

### **AGENCY AFFECTED**

1. The agency affected is the Florida Housing Finance Corporation (“FHFC” or “Respondent”), 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

### **PETITIONER**

2. Petitioner, 2401 NW, LLC, is a Florida Limited Liability Company established as part of an affiliate group of entities created to provide multi-family affordable housing and is authorized to do business in the State of Florida. Petitioner is the applicant for Housing Credits to develop 2401 Plaza. The Developer entity is Gibraltar 2401 Developers, LLC. Gibraltar 2401 Developers, LLC is also a Florida Limited Liability Company authorized to do business within the State of Florida and is comprised of Gibraltar Development Partners, LLC and Gibraltar Partners, Inc. The members of Gibraltar Development Partners, LLC are Eugenia Anderson, an experienced affordable housing professional and Richard A. Alayon, an experienced tax attorney and CPA. The Applicant entity is owned by Eugenia Anderson and Gibraltar Partners, Inc. The manager/members of Petitioner are Eugenia Anderson and Richard Alayon. Petitioner’s, as well as the entities making up the Applicant and Developer entities, address is 135 San Lorenzo Avenue, Suite 820, Coral Gables, Florida 33146. For the purpose of this proceeding, however Petitioner’s address and telephone number are those of its undersigned counsel.

### **BACKGROUND**

3. FHFC is designated as the housing credit agency for the State of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code and has the responsibility and authority to establish procedures for allocating and distributing Housing Credits pursuant to the

Florida Statutes § 420.5099, F.S. (2013) and Chapters 67-48 and 67-60 of the Florida Administrative Code (“FAC”).

4. According to Chapter 67-60.001 (2) FAC, FHFC administers a competitive solicitation process to implement the provisions of the Housing Credit (HC) Program wherein developers may apply to FHFC for various tax credits. Over the last decade and up until this last cycle of tax credit allocation, FHFC followed a process that facilitated the correction of minor errors in the cumbersome applications that are typical in the housing tax credit industry. Inexplicably, RFA 2013-003 deviated substantially from such process and created confusion and is, in this and other instances, creating anomalies that are inconsistent with the intent and stated purpose of the housing tax credit program.

5. On September 19, 2013, FHFC issued the RFA requesting Applications for Affordable Housing Developments located in Broward, Miami-Dade and Palm Beach Counties. The RFA states that the FHFC expects to award up to an estimated \$10,052,825 of Housing Credits to proposed Developments located in Broward, Miami-Dade and Palm Beach County. (Exhibit A, p. 2)

6. The RFA sets forth the due dates and requisite procedures for submitting an Application for these Housing Credits. In addition, the RFA provided for each Applicant to be assigned a lottery number by the FHFC through a random number generator program. (Exhibit A, p. 2)

7. Section Four, A. of the RFA further explains how to complete the Application found in Exhibit A of the RFA along with the applicable attachments.

8. Section Four, B. entitled Funding Selection sets forth the eligibility requirements for how the Applications will be considered for funding by FHFC and states:

Only Applications that are eligible for funding will be considered for funding selection. Eligibility requirements include the following:

<b>Eligibility Requirements</b>	<b>Described in RFA at:</b>
Submission Requirements	Section Three A and Section Five
Financial Arrearage Requirements	Section Five
LDA Development Conditions	Section Four A.6.c.
Minimum Proximity Score	Section Four A.5.b.(2)
Minimum Transit Score	Section Four A.5.b.(2)
Mandatory Distance Requirement	Section Four A.5.d.
Total Development Cost Per Unit Limitation	Section Four A.10.c.(17) and Item 8 of Exhibit C
All Mandatory Items	Section Five

9. The RFA states that Applications will be scored based on the following Mandatory and Point Items. (Exhibit A, p. 37)

<b>Mandatory Items</b>	<b>Point Items</b>	<b>Maximum Points</b>
Demographic Commitment	Proximity to Transit and Community Services	22
Name of Applicant	Local Government Contributions	5
Evidence Applicant is a legally formed entity		
Principals for Applicant and for each Developer		
Name of Each Developer		
Evidence that each Developer entity is a legally formed entity		
Prior General Development Experience Chart for experienced Principal of Developer		
Name of Proposed Development		
County identified		
Address of Development Site		
Development Category		
Development Type		
Total Number of Units		
New construction units and/or rehabilitation units		
Estimated qualified basis in Rehabilitation Expenses per set-aside unit (if applicable)		
Any units currently occupied if Rehabilitation (if applicable)		
Minimum Set-Aside election		
Total Set-Aside Breakdown Chart		
Evidence of Site Control		
Applicant Housing Credit Request Amount		
Development Cost Pro Forma (listing expenses or uses) and Construction/Rehab. analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses		
Executed Applicant Certification and Acknowledgement (original signature in “Original Hard Copy”)		
	Total Possible Points:	27

10. In addition to the Funding Requirements criteria and the Mandatory and Point Item Requirements listed above, the RFA notes that during the Evaluation process an Application would be rejected if it failed to meet any of the following requirements:

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of the following submission requirements are not met: the Application is not submitted online by the Application Deadline, the required number of hard copies are not submitted by the Application Deadline, the Applicant's hard copy submission is not contained in a sealed package, or the required Application fee is not submitted as of Application Deadline.

Further, the RFA states that an application “will be deemed ineligible to be considered for funding if, as of the close of business the day before the Committee meets to make a recommendation to the Board”, there are any outstanding financial obligations “for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation...”.

(Exhibit A, p. 37)

11. The RFA Evaluation Process outlined that Applications received pursuant to this RFA would be evaluated and scored by a Review Committee comprised of FHFC staff.

12. Additionally, the RFA sets forth the following protocol that the Review Committee will use when determining which Applications will receive funding:

The highest scoring Applications will be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated first by the Application’s eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.c.(1)(a) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), then by the Application’s eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.9.e. of the RFA, (with Applications that qualify for the preference listed above Applications to do not qualify for the preference), then by the Application’s Leveraging Classification (applying the multipliers outlined in Exhibit C below and having the Classification of A be the top priority, then by the Application’s eligibility for the Florida Job Creation Preference which is outlined in Exhibit C below (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), and then by lottery number, resulting in the lowest lottery number receiving preference. Section Four B. (Exhibit A, p. 36)

13. Based upon the above scoring, the RFA states that the “Committee will list Applications deemed eligible for funding in order from highest score to lowest total score,

applying the funding selection criteria outlined above and develop a recommendation or series of recommendations to the Board.” (Exhibit A, p. 38)

14. On November 12, 2013, Petitioner, 2401 NW LLC, timely submitted it’s Application both on-line and by delivering hard copies in a sealed envelope which included a completed Application and Attachments 1-12 for which FHFC assigned it an application number of 2014-183C and a Lottery Number of 2. The Petitioner’s Application for a 90 unit project of new construction in Miami-Dade County sought Housing Credits for a development for families with 100% of the residential units to have rents affordable to households earning up to 60% of or less of the area median income (AMI) of which nine units would serve for residents earning 33% or less of the AMI. Petitioner requested a Housing Credit of \$2,257,793.00. (Exhibit B)

15. Including Petitioner’s application, FHFC received 119 applications in response to the RFA 2013-003 for proposed developments in Miami-Dade, Broward and Palm Beach County. (Exhibit C)

16. The Review Committee met in public to discuss the Applications; submit their scores; and prepare their recommendation to the Board.

17. On January 31, 2014, the Board of Directors of FHFC approved the Review Committee’s motion to select the following Applications for funding and invited the Applicants to enter credit underwriting: Wagner Creek (First Miami-Dade), Oakland Preserve (First Broward), Silver Palm Place (Palm Beach), Allapattah Trace (Second Miami-Dade), and Wisdom Village Crossing (Second Broward). (Exhibit D)

18. On January 31, 2014 at 11:10 a.m., FHFC posted on its website its Notice of Intended Decision for RFA 2013-003, consisting of two documents: (1) RFA 2013-003 Received Applications (showing the scores awarded to the Applicants, the preferences for which they

qualify, and their lottery number) and (2) RFA 2013-003 Applications Recommended for Funding (showing the various Applications recommended by their respective counties and the amount of Housing Credits awarded.). A copy of the FHFC's Intended Decision is attached as Exhibit C and D.

19. On February 4, 2014, Petitioner timely filed a notice of its intent to Protest the above Intended Decision in accordance with Section 120.57(3) F.S., Rule 28-110 F.A.C. and Rule 67-60.009, F.A.C. (Exhibit E)

20. Upon review by the Committee and announced at the public meeting, FHFC determined that Petitioner's Application was Ineligible for Funding for three reasons: there was a construction and permanent financing shortfall; the Principal listed in the application was not a Principal in the developments listed as the basis for developer experience; and the documents submitted with the application did not show that the Applicant had control of the site. (Exhibit F: Financing Commitments Notes, Exhibit G: Ineligible for Funding Summary, Exhibit H: Exception to RFA and Exhibit I: Scoring Issue)

**A. Construction and Permanent Financing Shortfall**

21. Petitioner's commitment letter for equity financing filed with its Application was based on the Application's request for \$2,257,793 in Housing Credits which Respondent found to be an inaccurate amount. (Exhibit F). The Evaluators determined that Petitioner's Developer Fee exceeded the requisite sixteen percent (16%) and therefore the Developer Fee and Total Development Cost were pro-actively reduced to reflect the correct percentage amount in the Pro Forma. This reduced the amount of Housing Credits for which Petitioner was entitled. When FHFC recalculated the Developer Fee, Petitioner was entitled to \$2, 246,979.18 in housing credits rather than the requested \$2,257,793. (Exhibit F)



## **B. Developer Experience**

22. Petitioner listed Eugenia Anderson as a Principal of the affiliated development entity of Petitioner, Gibraltar Development Partners, LLC and President of its manger/member Gibraltar Partners, Inc. Attachment 4 to the Application listed three prior developments for which Eugenia Anderson was the Principal. FHFC, however, found that Ms. Anderson “was not actually a principal on all of the developments listed on the chart.” (Exhibit H)

## **C. Site Control**

23. Petitioner attached to the Application as Attachment 7 a ground lease from LA-JD Financial Services, LLC to Calpesa Holdings, LLC. Also included was an Assignment of that ground lease from Calpesa Holdings, LLC to Gibraltar Development Partner's, LLC. Gibraltar Development Partner's, LLC is a member of the Applicant's Developer entity, Gibraltar 2401 Developers, LLC. The assignment from the developer entity member to the Applicant was inadvertently left out of the Application. It was in existence at the time the Application was filed and was a minor irregularity.

24. After filing its Notice of Intent to Protest, Petitioner filed an extensive public records request and is in the process of receiving the materials from FHFC in response to that request. Accordingly, Petitioner expressly reserves the right to amend this Petition to allege additional grounds for reversal of the intended decision and to identify additional disputed issues of material fact after this Petition has been filed.

## **PETITIONERS SUBSTANTIAL INTEREST**

25. Due to the limited amount of Housing Credits available for distribution, FHFC decision to deem Petitioner’s Application Ineligible for Funding and to award its First

Application and Second Application for Miami-Dade County to Wagner Creek and Allapattah Trace adversely impacts Petitioner.

26. As a Developer of affordable housing in need of funding, Petitioner's substantial interests are affected by FHFC decision not to award it the necessary funding pursuant to the RFA. Had Petitioner's Application been reviewed correctly, it would be deemed eligible for funding and would be in the funding range due to their Lottery Number of 2.

### **ARGUMENT**

The agency decision is contrary to its governing statutes, rules and the solicitation specifications.

#### **A. Financing Shortfall**

27. The agency action in denying funding based upon the financing shortfall is erroneous because it is contrary to the RFA and FHFC's own rules; and is a minor irregularity which should have been cured.

28. As a result of the inclusion of certain construction contingency amounts that the RFA did not clarify were not to be included in the calculation of the Developer's fee, Petitioner's Application sought a slightly higher amount of credits (by about .05%) than FHFC calculated by excluding such contingency amount. A review of the notes of FHFC shows that they made a correction on one item but then failed to extend the correction to other items that were naturally impacted by the slight mathematical error. (Exhibit C)

29. Despite this adjustment, FHFC fails to allow the corrected amount to be utilized in the applicable attachment and deems Petitioner ineligible for funding. It reasoned that the Petitioner lacked the necessary funding because the amount of Housing Credits submitted by Petitioner in its equity financing commitment does not match the change in the amount which

was made by FHFC. Consequently, FHFC rejected the financing commitment entirely and found a construction and permanent financing shortfall for the entire amount of the equity contribution.

30. FHFC's decision to find Petitioner's Application ineligible for funding based upon the perceived funding shortfall occasioned by the recalculated Housing Credits is contrary to the RFA. The RFA sets out the eligibility requirements for funding in Section Four, B which lists the sections of the RFA which must be met in order to be eligible for funding. All of these requirements were met as follows:

(a) Section Three A and Section Five relate to the filing requirements, financial arrearages and the scoring. Petitioner met all the filing requirements; has no outstanding financial obligations to Florida Housing and got the total maximum score of 27 points.

(b) Section Four A.6.c. relates to whether the proposed development is in a Limited Development Area (LDA). Petitioner's development is not located in the LDA of Miami-Dade County, so this provision is inapplicable.

(c) Section Four A.5.b.(2) relates to the proximity of the proposed development to transit and community services. Petitioner's application got the maximum number of points for proximity to these services.

(d) Section Four A.5.d. relates to the mandatory distance between the proposed development and the location of other developments on the FHFC Development Proximity list serving the same demographic group as the proposed development. Petitioner's development meets this requirement.

(e) Section Four A.10.c.(17) and Item 8 of Exhibit C. relate to the certifications and acknowledgements which were all properly filled out and submitted.

(f) Section Five requires that the application must be submitted by the deadline in a sealed envelope with the requisite fee. It also sets out the scoring. Petitioner was awarded the maximum total points provided. The list of mandatory requirements does not include a commitment letter for equity funding. The list does require “Development Cost Pro Forma (listing expenses or uses) and Construction/Rehab. Analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses”. This was provided and the corrected developer fee was inserted by FHFC.

31. Despite meeting all the requirements for funding eligibility, it was determined that the commitment letter could not be used as a source of funding and the scoring sheet answered “no” under the category of “eligible for funding?” As such the agency decision is clearly erroneous and arbitrary and capricious.

32. The calculation error and the use of the earlier calculation in determining the amount of Housing Credits in the commitment letter are also technical, minor irregularities. Rule 67-60.008 provides that “[m]istakes clearly evident to the Corporation on the face of the Application, such as computation and typographical errors, may be corrected by the Corporation” In this Application, the FHFC corrected the computational error in the pro forma and determined the correct amount of credits. Such action clearly recognized that it was a computational error that could be corrected by the FHFC as provided by Rule.

33. A “minor irregularity” is defined as a “variation in a term or condition of an Application...that does not provide a competitive advantage or benefit not enjoyed by other Applicants and does not adversely impact the interests of the FHFC or the public.” Rule 67-60.002(b). The miscalculation of the developer fee and its impact on the amount of Housing

Credits requested did not confer a competitive advantage and did not adversely impact the FHFC. The FHFC in recalculating the amount viewed the error as a computational error.

34. Moreover, Rule 67-48.004 identifies items which cannot be changed after the application submission “unless provided otherwise below”. One of the items listed is the funding requested amount “exclusive of adjustments to any Housing Credits Request amount by the Corporation”. In this solicitation, Corporation made adjustments to the pro forma which resulted in its adjusting the Housing Credit request amount. Consequently, there should have been a commensurate change in the funding requested in the commitment letter. A copy of a revised Raymond James committment letter setting for the correct amount of Housing Credits that Applicant qualifies for is attached as Exhibit J.

35. The failure to allow the correction of the miscalculation of the developer fees as it impacted the equity funding commitment letter violates FHFC’s own rules with regard to mistakes and minor irregularities and is clearly erroneous and arbitrary and capricious.

**B. Site Control**

36. As set out in paragraph 8 above, eligibility for funding includes “All mandatory items”. One of the mandatory items listed in Section Five is evidence of site control. Petitioner submitted sufficient evidence of site control. Attachment 7 includes a ground lease for a period of 65 years and an Assignment of such lease to Gibraltar Development Partners, LLC. Gibraltar Development Partners, LLC is a member of the Applicant entity and the Development entity.

37. Given the fact the Gibraltar Development Partner, LLC is a member of the applicant entity and the Developer entity, the assignment to it should have been accepted as an assignment for the benefit Applicant.

38. In any event, the failure to include the assignment from Petitioner's affiliated company to the Applicant was a minor irregularity as defined by Rule 67-60.002(b). Failure to allow Petitioner to supply the missing document violates FHFC's own rules and is clearly erroneous and arbitrary and capricious. See *Intercontinental Properties, Inc. v. State Department of HRS*, 606 So 2d 380 (Fla. 3d DCA 1992).

39. Last year, one of the reasons given publicly for changing from the Universal Application Cycle process to an RFA solicitation process was to provide FHFC with more flexibility in scoring which would allow responses to be scored and reviewed on the merits of the response and not a technicality having no bearing on whether the proposed development was one that should be eligible for Housing Credits so as to address the substantive needs and goals of the RFA.

40. As demonstrated in this case, the procurement process does not provide more flexibility and indeed does not lend itself to a fair evaluation of the applications. The process of evaluating applications for Housing Credits is not a procurement of a commodity or contractual service. It is a license, which is defined, inter alia, as "a form of authorization required by law." See Section 120.52(10), Florida Statutes. In order to obtain Housing Credits, a developer must be authorized as provided in Chapter 420, Part V. Section 120.60(1), Florida Statutes, sets out the procedures for licensing which includes a requirement that the agency notify the applicant of any deficiencies in the application and give the applicant an opportunity to cure those deficiencies before the application is denied. An analogous process was used by FHFC prior to this procurement process. Applicants were given a "cure period" before the applications were denied.

41. Since the process is in the nature of a license rather than the procurement of contractual services or a commodity, Petitioner should have been given an opportunity to correct the deficiencies prior to being denied. The failure to allow an opportunity to correct any perceived deficiencies in the application is contrary to the governing statutes and is arbitrary and capricious. If Petitioner had been able to correct deficiency as under the previous system, Petitioner would have been able to provide additional evidence that was in existence at the time of submittal to support the Applicants site control. (Exhibit K)

### **C. Development Experience**

42. The third issue for denying eligibility was the perceived lack of developer experience for Petitioner's Principal, Eugenia Anderson. FHFC's decision in this regard is wrong and not based upon the information that was contained in the Application and applicable Attachment 4. Such a finding is clearly erroneous given the attached documents that establish Ms. Anderson was indeed a Principal as defined by the RFA for the listed developments of Richmond Pine, Park City, and Hidden Grove. All of the projects were developed by the Greater Miami Neighborhoods, Inc. It was her experience as an officer of the Developing entity Greater Miami Neighborhood, Inc. that gives her the requisite experience sought by the RFA regarding the completion of an affordable housing development since January 1, 2001. In this role, Ms. Anderson served as Secretary of developing entity of the Greater Miami Neighborhood, Inc. when the affordable housing development of Hidden Grove was placed in Service. Additional documentation also shows she was listed as an officer for the other developments of Richmond Pine and Park City prior to 2001. (Exhibit L)

43. On September 26, 2013 Petitioner attempted to seek advanced approval of its Principals when Petitioner submitted its list of Principals pursuant to FHFC's Request for

Advance Review of Applicant and Developer List of Principals. FHFC accepted these lists of Applicant's experience prior to the October 10, 2013 deadline with the stated commitment that once the list of Principals was stamped approved by FHFC it would meet the requirements of the RFA. The Petitioner was never contacted regarding its advanced submission as approved or notified of any issue or deficiency. The attached exhibit clearly demonstrates the Applicant's Principal's experience on the projects listed in its Application. Therefore, FHFC's decision to deny funding based on Applicant's Principal Eugenia Anderson's lack of experience was clearly erroneous.

#### **DISPUTED ISSUES OF MATERIAL FACT**

44. The disputed issues of material fact include, but are not limited to:
- (a) Whether FHFC's rationale for its decision to not award Housing Credits to Petitioner is supported by the facts.
  - (b) Whether Petitioner met all the eligibility requirements for funding.
  - (c) Whether Petitioner met all the mandatory requirements
  - (d) Whether the equity funding commitment letter was a mandatory requirement
  - (e) Whether FHFC made adjustments to the pro forma which resulted in a change in the Housing Credit request amount.
  - (f) Whether Petitioner provided sufficient information to demonstrate control of the site.
  - (g) Whether the evidence of site control is a minor irregularity that does not convey a competitive advantage.
  - (h) Whether Petitioner should be permitted to provide additional documentation demonstrating site control.



(i) Whether the discrepancy in the equity funding letter after FHFC recalculated the amount of Housing Credits is a minor irregularity.

(j) Whether Petitioner should be permitted to provide additional documentation demonstrating financing based on the recalculated Housing Credit amount.

(k) Whether the Principal designated in the Application had the requisite experience.

(l) Whether Petitioner demonstrated within the Application process that the designated Principal had the requisite experience.

(m) Whether Petitioner should be considered eligible for funding and therefore be funded based upon its Lottery Number 2.

#### **STATEMENT OF ULTIMATE FACTS AND LAW**

44. The ultimate facts and law which will be proven at the hearing is that Petitioner's application should have been eligible for funding. FHFC decision to deny funding eligibility to Petitioner was contrary to the RFA, Rules 67-48 and 67-60; clearly erroneous and arbitrary and capricious. When Petitioner's application is properly reviewed, Petitioner is entitled to funding because its lottery number is 2.

#### **NOTICE OF FHFC'S PROPOSED ACTION**

45. Petitioner received notice of FHFC's decision when the Notice of Intended Decision was posted on FHFC's website on January 31, 2014. Petitioner timely filed its Notice of Intent to Protest.

#### **STATUTES AND RULES THAT ENTITLE PETITIONER TO RELIEF**

46. Petitioner is entitle to relief pursuant to Section 120.569 and 120.57, Florida Statutes; Part V of Chapter 420, Florida Statutes; Chapters 28-106, 28-110, 67-48 and 67-60,

Florida Administrative Code; and the established decisional law of Florida courts and the Division of Administrative Hearings and Florida administrative agencies.

WHEREFORE, Petitioner respectfully requests that FHFC:

(a) Stop the contract award process pursuant to 120.57(3)(c), Florida Statute, until the subject of the protest is resolved.

(b) Provide an opportunity to resolve this Petition by mutual agreement within seven (7) business days, as provided in Section 120.57(3);

(c) If the Petition cannot be resolved, transfer this Petition to the Division of Administrative Hearings for a formal hearing conducted before an Administrative Law Judge pursuant to Sections 120.569 and 120.57, Florida Statutes;

(d) Issue a Final Order withdrawing the Intended Decision to award funding as posted in RFA 2013-003 and instead award funding to Petitioner as the eligible Application with the highest lottery number.



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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the original and one copy of the forgoing Formal Written Protest and Petition for Administrative Hearing has been furnished by hand delivery to Wellington H. Meffert, Esq., General Counsel and Florida Housing Finance Corporation Clerk, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301, this 14<sup>th</sup> day of February, 2014.

  
MALLORY L. HARRELL

## **Exhibit List**

- Exhibit A: RFA 2013-003
- Exhibit B: Petitioner Application and Attachments 1-12
- Exhibit C: Received Application: RFA: 2013-003 Sorting Order
- Exhibit D: RFA 2013-003 Review Committee Recommendations
- Exhibit E: Petitioner's Letter of Intent to Protest
- Exhibit F: Financing Commitments Notes
- Exhibit G: Ineligible for Funding Summary
- Exhibit H: Exception to RFA
- Exhibit I: Scoring Issue
- Exhibit J: Revised Raymond James
- Exhibit K: Assignment
- Exhibit L: Eugenia Anderson Experience



# Exhibit A

**REQUEST FOR APPLICATIONS 2013-003**

**RFA 2013-003 FOR AFFORDABLE HOUSING DEVELOPMENTS LOCATED  
IN BROWARD, MIAMI-DADE AND PALM BEACH COUNTIES**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: September 19, 2013**

**Due: November 12, 2013**

**SECTION ONE  
INTRODUCTION**

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in Broward County, Miami-Dade County, and Palm Beach County.

Under this RFA, the Corporation expects to have up to an estimated \$10,052,825 of Housing Credits available for award to proposed Developments located in Broward County, Miami-Dade County and Palm Beach County. The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of Exhibits A, B and C, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

**SECTION TWO  
DEFINITIONS**

Unless otherwise defined below, capitalized terms within this RFA shall have the meaning as set forth in Rule Chapters 67-48 and 67-60, F.A.C., or in applicable federal regulations.

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. A complete Application consists of Exhibit A of RFA 2013-003 and all applicable attachments, as outlined in Section Four of the RFA. Exhibit A is available online at [www.floridahousing.org](http://www.floridahousing.org). All Applicants must complete the online Exhibit A by 2:00 p.m., Eastern Time, on November 12, 2013 (Application Deadline). The Corporation must receive (i) the completed online Exhibit A electronically submitted by the Applicant to the Corporation by clicking the "Submit" button and (ii) a sealed package(s) containing four (4) printed copies of the complete Application (consisting of the submitted online Exhibit A and all applicable attachments), housed in separate 3-ring binders with numbered divider tabs for each attachment, all by the Application Deadline. One (1) of the four (4) printed copies of the complete Application must be labeled "Original Hard Copy", reflect an original signature (blue ink preferred) at Item 10 of Exhibit A, Applicant Certification and Acknowledgement, and include the required non-refundable \$3,000 Application fee (check or money order only). The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications. After 2:00 p.m., Eastern Time, on the Application Deadline, each Application, for which hard copies are received, will be assigned an Application number. In addition, such Applications will be assigned a lottery number by having the Corporation's internal auditors run the total number of Applications received through a random number generator program. The printed copies of the complete Application must be addressed to:

Ken Reecy  
Director of Multifamily Programs  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301

If any of the hard copies of Exhibit A are not identical to the online submission of Exhibit A, the online Exhibit A will be utilized for scoring purposes.



B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.

C. Florida Housing reserves the right to:

1. Waive Minor Irregularities; and
2. Accept or reject any or all Applications received as a result of this RFA.

D. Any Interested Party may submit any inquiry regarding this RFA in writing to the Director of Multifamily Programs via e-mail at [RFA\\_2013-003\\_Questions@floridahousing.org](mailto:RFA_2013-003_Questions@floridahousing.org). All inquiries are due by 5:00 p.m., Eastern Time, on October 18, 2013. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on October 24, 2013 and will post a copy of all inquiries received, and their answers, on the Corporation's Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0394](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0394). The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in the RFA. By inclusion and execution of Exhibit A of the RFA, along with all applicable attachments thereto, including the applicable certification and verification forms set out in Exhibit B of the RFA, each Applicant certifies that:

1. Public Records. Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.

2. Noninterference. At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.

3. Requirements. Proposed Developments funded with Housing Credits will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting and HC Program requirements outlined in Rule Chapter 67-48, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.

G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

**SECTION FOUR  
INFORMATION TO BE PROVIDED IN APPLICATION**

The Applicant must provide a completed and executed Application found in Exhibit A to RFA 2013-003, along with all applicable attachments thereto, including the applicable certification and verification forms set out in Exhibit B of the RFA, which includes the following information:

**A. Exhibit A Items:**

**1. Demographic Commitment:**

The Applicant must select one of the following Demographic Commitments:

- a. Family – Development will serve the general population.
- b. Elderly – Indicate whether the proposed Development will be an Elderly Assisted Living Facility (ALF) or an Elderly non-ALF.

**2. Applicant Information:**

- a. The Applicant must state the name of Applicant.
- b. The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 1** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- c. An Applicant that indicates at question 2.c. of Exhibit A that it is applying as a Non-Profit will only be considered to be a Non-Profit if the Applicant meets the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., completes the questions at question 2.c. of Exhibit A, and provides the following information for each Non-Profit entity as **Attachment 2** to Exhibit A.
  - (1) The attorney opinion letter;
  - (2) The IRS determination letter;
  - (3) A description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit);
  - (4) The names and addresses of the members of the governing board of the Non-Profit entity; and
  - (5) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low income housing.

Any Applicant that applies as a Non-Profit but is not considered to be a Non-Profit will still be eligible to be considered for funding.

d. Principals for the Applicant and for each Developer.

All Applicants must provide a list, as **Attachment 3** to Exhibit A, identifying the Principals for the Applicant and for each Developer, as follows:

- (1) For a Limited Partnership, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (2) For a Limited Liability Company, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (3) For a Corporation and all other entities, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline.

This eligibility requirement may be met by providing a copy of the list of Principals that was reviewed and approved by the Corporation during the advance-review process.

To assist the Applicant in compiling the listing, the Corporation has included additional information at Item 3 of Exhibit C.

e. Contact Person.

Enter the requested information for the Contact Person. At a minimum, the Applicant must provide the name and e-mail address of the Contact Person.

**3. Developer Information:**

- a. The Applicant must state the name of each Developer, including all co-Developers.
- b. Each Developer entity identified at question 3.a. of Exhibit A of the RFA (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 4** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- c. Experienced Developer(s)

At least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, must meet the General Developer Experience requirements in (1) and (2) below.

- (1) General Developer Experience:

A Principal of each experienced Developer entity must have, since January 1, 1991, completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2001. At least one (1) of the three (3) completed developments must consist of a total number of units no less than 50 percent of the total number of units in the proposed Development. For purposes of this provision, completed for each of the three (3) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one of the residential apartment buildings within the development, or (ii) that at least one (1) IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, an affordable rental housing development, including a Housing Credit development that contains multiple buildings, is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

If the experience of a Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the Principal must have also been a Principal of that previous Developer entity.

(2) Prior General Development Experience Chart:

The Applicant must provide, as **Attachment 4** to Exhibit A, a prior experience chart for each Principal intending to meet the minimum general development experience reflecting the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

Each prior experience chart must include the following information:

Prior General Development Experience Chart				
Name of Principal with the Required Experience:				
Name of Developer Entity (for the proposed Development) for which the above Party is a Principal:				
Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing	Total Number of Units	Year Completed

**4. General Development Information:**

Unless stated otherwise, all information requested in the RFA pertains to the proposed Development.

a. The Applicant must state the name of the proposed Development.

b. Location of Development site:

(1) The Applicant must indicate the county in which the proposed Development will be located.

The location of proposed Developments applying in this RFA is limited to the following counties: Broward County, Miami-Dade County, and Palm Beach County.

(2) The Applicant must provide the Address of the Development Site.

Indicate (i) the address number, street name, and name of city, and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county.

If the proposed Development consists of Scattered Sites, during the credit underwriting process the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC. However, if the proposed Development consists of Scattered Sites, site control must be demonstrated in the Application for all of the Scattered Sites, as outlined in Section Four A.7. of the RFA.

c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

(1) Development Category:

The Applicant must select one of the following Development Categories applicable to the proposed Development and provide the required information:

- New Construction (where 50% or more of the units are new construction)
- Rehabilitation (where less than 50% of the units are new construction)
- Acquisition and Rehabilitation (acquisition and less than 50% of the units are new construction)
- Redevelopment (where 50% or more of the units are new construction)
- Acquisition and Redevelopment (acquisition and 50% or more of the units are new construction)

In order to determine the proposed Development's eligibility for the selected Development Category and its Rental Assistance (RA) Level classification (calculated as outlined in (2) below), the documentation outlined in (1)(a) or (1)(b) below must be provided.

(a) If New Construction, Rehabilitation, or Acquisition and Rehabilitation is selected, in order to be classified as an RA Level other than RA Level 6, the Applicant must provide, as **Attachment 5** to Exhibit A, a letter from a designated administrator of a federal program that provides long-term rental assistance. The rental assistance provided must be tied to the proposed Development and its units and be for a minimum of 20 years from the date the Development's units are placed in service\*. The letter must include the following information and be dated within 12 months of the Application Deadline:

- Name of the proposed Development;
- Address of the proposed Development;
- Total number of units that will receive PBRA, ACC, and/or other form of long-term rental assistance if the proposed Development is funded;
- The federal program associated with the rental assistance; and
- A statement that the committed rental assistance will be reserved and available for use by the proposed Development by the time the units are placed in service and committed for a minimum of 20 years upon the units being placed in service\*.

\*This may be subject to congressional appropriation and continuation of the rental assistance program.

If the referenced letter is not provided, the proposed Development will automatically be deemed to be RA Level 6.

If the proposed Development will be Rehabilitation (the Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 4.c. of Exhibit A):

- (i) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated. This amount must be at least \$20,000 per set-aside unit as outlined in Section 67-48.0075, F.A.C.; and
- (ii) The Applicant must indicate whether any of the existing units are currently occupied; and
- (iii) The Applicant must indicate at question 4.c.(2)(c) of Exhibit A whether (A) the existing building(s) to be rehabilitated was originally built in 1994 or earlier, (B) the existing building(s) was either originally financed or is currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, or either has PBRA or is public housing assisted through ACC, and (C) the proposed Development did not close on funding from HUD or RD after 1994 where the budget was at least \$10,000 per unit for rehabilitation in any year.

Rehabilitation Applications (with or without Acquisition) that reflect an answer of "No" at question 4.c.(2)(c) of Exhibit A, as well as New Construction and Redevelopment (with or without Acquisition) Applications, will be eligible to be considered for the Development Category Funding Preference outlined in Section Four B of the RFA.

- (b) If Redevelopment or Acquisition and Redevelopment is selected, in order to qualify for the selected Development Category and determine the Development's RA Level classification, the following criteria must be met:
  - (i) The Development must meet the definition of Redevelopment; and
  - (ii) The Applicant must provide, as **Attachment 5** to Exhibit A, a letter from HUD or RD, dated within 12 months of the Application Deadline, which includes the following information:
    - Name of the Development\* ;
    - Address of the Development;
    - Year built;
    - Total number of units that will receive PBRA and/or ACC if the proposed Development is funded; and
    - The HUD or RD program currently associated with the existing development.

\*For purposes of this provision, the Name of the Development may be the name at the time of the PBRA and/or ACC award.

If the Application does not qualify for the Development Category of Redevelopment or Acquisition and Redevelopment, the Application will be deemed nonresponsive.

Redevelopment and Rehabilitation Developments that are tentatively funded will be required to provide to the Credit Underwriter a plan for relocation of existing tenants.

If the proposed Development consists of acquisition and rehabilitation, with or without new construction (where the applicable new construction is for the building of units which will total less than 50 percent of the proposed Developments total unit count), but the Applicant is not requesting Corporation funding related to the acquisition, the Applicant should select Rehabilitation as the Development Category. However, the acquisition costs and sources must still be reflected on the Development Cost pro forma.

(2) Rental Assistance (RA) Level Classification:

Part of the criteria for a proposed Development that qualifies as a Limited Development Area (LDA) Development to be eligible to be considered for funding is based on its RA Level, as outlined at Section Four A.6.c. below.

The total number of units that will receive rental assistance (i.e., PBRA and/or ACC and, in the case of New Construction and Rehabilitation, other forms of long-term rental assistance), as stated in the Development Category qualification letter, will be considered to be the proposed Development's RA units and will be the basis of the Applicant's RA Level Classification. The Corporation will divide the RA units by the total units stated by the Applicant at question 4.e. of Exhibit A, resulting in a Percentage of Total Units that are RA units. Using the Rental Assistance Level Classification Chart below, the Corporation will determine the RA Level associated with both the Percentage of Total Units and the RA units. The best rating of these two (2) levels will be assigned as the Application's RA Level Classification.

Rental Assistance Level Classification Chart			
Rental Assistance Level	Percentage of Total Units		RA Units
Level 1	All units receive rental assistance (with the exception of up to 2 units)	or	At least 100 units and greater than 50% of the total units
Level 2	Greater than 90.00%	or	Greater than 90 units but less than 100 units and greater than 50% of the total units
Level 3	Greater than 75.00%, equal to or less than 90.00%	or	Greater than 75 units but less than 90 units and greater than 50% of the total units
Level 4	Greater than 50.00%, equal to or less than 75.00%		N/A
Level 5	Greater than 10.00%, equal to or less than 50.00%		N/A
Level 6*	10.00% or less of the total units receive rental assistance		N/A

\*Applications will be classified RA Level 6 if 10.00% or less of the total units receive rental assistance or if the Applicant fails to meet the criteria outlined above.

(3) Concrete Construction:

For purposes of this RFA, in order for a proposed Development to be considered to be concrete construction the proposed Development must meet the following specifications: (i) new construction buildings must have the following poured concrete or concrete masonry elements: all exterior walls and structural elements, not to include roofs; and structural elements at and under the ground floor, as well as the ground floor itself; (ii) existing buildings proposed for rehabilitation must have, as of Application Deadline, the elements outlined in (i) above and the rehabilitation work must include these elements; or (iii) new construction buildings with the Mid-Rise Development Type (4, 5 or 6 story, as selected by the Applicant at question 4.d. of Exhibit A) that utilize a concrete podium

structure under the rental living units.

Indicate whether the proposed Development meets the requirements to be considered to be concrete construction. For purposes of this RFA, the Corporation will only consider an Application to be concrete construction if the answer to question 4.c.(3) of Exhibit A of the RFA is "Yes".

- d. The Applicant must select the one Development Type listed below that best describes the proposed Development\*:

\*For mixed-type Developments, indicate the type that will comprise 50 percent or more of the units in the Development.

- Garden Apartments
- Townhouses
- Duplexes
- Quadraplexes
- Mid-Rise with Elevator (a building comprised of 4 stories)
- Mid-Rise with Elevator (a building comprised of 5 or 6 stories)
- High Rise (a building comprised of 7 or more stories)

- e. Number of Units in Proposed Development:

- (1) The Applicant must state the total number of units.

Note: The proposed Development must consist of a minimum of 30 total units and, if the Elderly Demographic Commitment is selected at question 1.b. of Exhibit A, it cannot exceed the maximum total number of units outlined in Item 1 of Exhibit C of the RFA.

- (2) The Applicant must indicate whether the proposed Development consists of (a) 100% new construction units, (b) 100% rehabilitation units, or (c) a combination of new construction units and rehabilitation units and state the quantity of each type.

## 5. Proximity (Maximum 22 Points):

In order for an Application to be considered for any proximity points, the Applicant must provide an acceptable Surveyor Certification form, as **Attachment 6** to Exhibit A, reflecting the information outlined below. (The Surveyor Certification form is provided in Exhibit B of this RFA.)

- A Development Location Point; and
- Services information for the Bus or Rail Transit Service and Community Services for which the Applicant is seeking points.

- a. Development Location Point:

The Applicant must identify a Development Location Point on the proposed Development site and provide the latitude and longitude coordinates determined in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the latitude and longitude coordinates will not be considered.



The latitude and longitude coordinates for the Development Location Point stated on the Surveyor Certification form will be plotted by the Corporation, using Street Atlas USA 2013, published by DeLorme, for the following purposes:

- (1) To verify that the stated coordinates are located within the county identified by the Applicant at question 4.b.(1) of Exhibit A;
- (2) To determine whether the proposed Development is at least the mandatory distance away from the closest Development coordinates identified on the List, (the “Mandatory Distance Requirement”) as outlined in Section Four A.5.d. of the RFA; and
- (3) To determine whether the proposed Development qualifies as an LDA Development if it is located within a county where only a specific area(s) of the county has been designated as an LDA area, as outlined in Section Four A.6.c. of the RFA.

b. Transit and Community Services Proximity Points (**Maximum 22 Points**):

Each Application’s proximity points will be based on the distance between the Development Location Point and the Bus or Rail Transit Service (if Private Transportation is not selected at question 5.b. of Exhibit A) and the Community Services stated on the Surveyor Certification form.

(1) PHA Proximity Point Boost:

An Application that involves a site(s) with an existing Declaration of Trust between a Public Housing Authority (PHA) and HUD will qualify to receive a 5 point boost toward its proximity score if the Applicant provides a letter from the PHA dated within 12 months of the Application Deadline certifying that the site(s) where all of the units in the proposed Development will be located has an existing Declaration of Trust between the PHA and HUD. The letter must be signed by the appropriate person authorized to make such a certification and must be provided as **Attachment 6** to Exhibit A. Note: this 5 point boost cannot count toward meeting the mandatory minimum Transit Services score outlined in (2) below.

(2) Minimum and Maximum Proximity Points:

(a) For Broward County and Miami-Dade County Applications:

- The minimum proximity score required to be considered for funding is 14.75 points.
- To receive the maximum amount of 22 points, Broward County and Miami-Dade County Applications must achieve a minimum score of 16.75 proximity points. If the Application achieves a score of at least 16.75 proximity points, then the Application will be awarded the maximum of 22 points.
- To be eligible to be considered for funding, the Applicant’s proximity score must include a minimum Transit Services score of:
  - At least 1.5 points for Applications that are eligible for the PHA Proximity Point Boost outlined in (1) above; or
  - At least 2 points for Applications that are not eligible for the PHA Proximity Point Boost.

(b) For Palm Beach County Applications:

- The minimum proximity score required to be considered for funding is 13.25 points.
- To receive the maximum amount of 22 points, a Palm Beach County Application must achieve a minimum score of 15.25 proximity points. If the Application achieves a score of at least 15.25 proximity points, then the Application will be awarded the maximum of 22 points.
- To be eligible to be considered for funding, the Applicant's proximity score must include a minimum Transit Services score of:
  - At least 1.5 points for Applications that are eligible for the PHA Proximity Point Boost outlined in (1) above; or
  - At least 2 points for Applications that are not eligible for the PHA Proximity Point Boost.

The Transit and Community Services are further outlined in Item 5.c. below.

c. Proximity to Transit and Community Services:

(1) Transit Services

Applicants may select one (1) of the following five (5) Transit Services on which to base the Applicant's Transit Score. If the Applicant selects Private Transportation at question 5.b. of Exhibit A and also provides information on the Surveyor Certification Form for a Bus or Rail Transit Service, or if the Applicant provides information on the Surveyor Certification Form for more than one (1) Bus or Rail Transit Service or more than one (1) of any type of Bus or Rail Transit Service, the Applicant will not receive any proximity points for the Transit Service Score. (For example, Applicants are limited to selecting one Public Bus Transfer Stop, even though there may be another Public Bus Transfer Stop nearby. If the Applicant provides information for two Public Bus Transfer Stops, the Applicant will not receive any proximity points for either of the Public Bus Transfer Stops.)

The eligible Transit Services are defined below:

(a) Private Transportation (2 Points)

This service may be selected only if the Applicant selected the Elderly Demographic Commitment at question 1 of Exhibit A of the RFA. For purposes of proximity points, the Applicant or its Management Company must provide, at no cost to the residents, transportation to non-emergency medical appointments such as therapy, chemotherapy, dentistry, hearing, dialysis, prescription pick-ups, testing and x-rays, as well as shopping, public service facilities, and/or educational or social activities. The vehicle used for the residents' transportation must accommodate at least six (6) adult passengers, including the vehicle's driver and at least one wheelchair position. Access to a program such as "Dial-A-Ride" will not be acceptable for purposes of this service.

or

(b) Public Bus Stop (Maximum 2 Points)

This service may be selected by all Applicants, regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Public Bus Stop means a fixed location at which passengers may

access one or two routes of public transportation via buses. The Public Bus Stop must service at least one bus route with scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.

or

(c) Public Bus Transfer Stop (Maximum 6 Points)

This service may be selected by all Applicants, regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Public Bus Transfer Stop means a fixed location at which passengers may access at least three routes of public transportation via buses. Each qualifying route must have a scheduled stop at the Public Bus Transfer Stop at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. This would include both bus stations (i.e., hubs) and bus stops with multiple routes. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.

or

(d) Public Bus Rapid Transit Stop (Maximum 6 Points)

This service may be selected by all Applicants, regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Public Bus Rapid Transit Stop means a fixed location at which passengers may access public transportation via bus. The Public Bus Rapid Transit Stop must service at least one bus that travels at some point during the route in either a lane or corridor that is exclusively used by buses and the Public Bus Rapid Transit Stop must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop at least every 20 minutes during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis.

or

(e) MetroRail Station or TriRail Station (Maximum 6 Points)

This service may be selected by all Applicants, regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, this means a fixed location at a MetroRail Station or a TriRail Station at which passengers may access the scheduled public rail transportation on a year-round basis.

(2) Community Services (Maximum 4 Points for each service with a maximum of 4 services)

Based on the Applicant's Demographic Commitment at question 1 of Exhibit A of the RFA, Applicants may select four (4) of the following five (5) Community Services; however, Applicants are limited to one (1) of each type of Community Service. If the Applicant provides information for more than one (1) of any type of Community Service,

that Community Service will not be scored and the Applicant will not receive any proximity points for that Community Service. (For example, Applicants are limited to selecting one Public School, even though there may be another Public School nearby. If the Applicant provides information for two Public Schools, the Applicant will not receive any proximity points for either of the Public Schools.)

The eligible Community Services are defined below:

- (a) Grocery Store - This service may be selected by all Applicants, regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Grocery Store means a retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the public, that has been issued a food permit, current and in force as of the dates outlined in the In-Service Time Frames chart in Item 5.c.(3) below, issued by the Florida Department of Agriculture and Consumer Service (FDACS) which designates the store as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits.
- (b) Public School - This service may be selected only if the Applicant selected the Family Demographic Commitment at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Public School means a public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school. This may include a charter school, if the charter school is open to appropriately aged children in the radius area who apply, without additional requirements for admissions such as passing an entrance exam or audition, payment of fees or tuition, or demographic diversity considerations.
- (c) Senior Center – This service may be selected only if the Applicant selected the Elderly Demographic Commitment at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Senior Center means a community facility that provides a broad spectrum of services suited to the diverse needs and interests of independent older persons and is among the properties identified on the 2013 FHFC Senior Center List. This list is available on the Corporation’s Website under the Multifamily Programs link labeled Related References and Links.
- (d) Medical Facility - This service may be selected by all Applicants regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Medical Facility means a medically licensed facility that (i) employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to treat patients by walk-in or by appointment; and (ii) provides general medical treatment to any physically sick or injured person. Facilities that specialize in treating specific classes of medical conditions or specific classes of patients, including emergency rooms affiliated with specialty or Class II hospitals and clinics affiliated with specialty or Class II hospitals, will not be accepted.
- (e) Pharmacy- This service may be selected by all Applicants, regardless of the Demographic Commitment selected at question 1 of Exhibit A of the RFA. For purposes of proximity points, a Pharmacy means a community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., and open to the general public at least five (5) days per week without the requirement of a membership fee.

(3) In-Service Time Frames:

In addition to meeting the definitions outlined above, in order to be considered for proximity points in this RFA, the Bus and Rail Transit Services and the Community Services must be in existence and available for use by the general public as of the following time frames:

Service	Minimum Amount of time that the service must be in existence and available for use by the general public
Bus and Rail Transit Services	As of the Application Deadline
Public School and Medical Facility	As of the Application Deadline
Grocery Store, if it is one of the following and meets the definition of Grocery Store at (2)(a) above: Albertson's, Bravo Supermarkets, BJ's Wholesale Club, Costco Wholesale, Food Lion, Fresh Market, Harvey's, Milam's Markets, Piggly Wiggly, Presidente, Publix, Sam's Club, Sav - A - Lot, Sedano's, SuperTarget, Sweet Bay, Walmart Neighborhood Market, Walmart Supercenter, Whole Foods, Winn-Dixie	As of the Application Deadline
Grocery Store, if it meets the definition of Grocery Store, but is not one of the stores identified above	As of the Application Deadline and has been open and available for use by the general public since a date that is 6 months prior to the Application Deadline
Pharmacy, if it is one of the following and meets the definition of Pharmacy at (3)(c) above: Albertson's, CVS, Harvey's, Kmart, Navarro's, Piggly Wiggly, Publix, Sav - A - Lot, Target, Walgreens, Wal-Mart, Winn-Dixie	As of the Application Deadline
Pharmacy, if it meets the definition of Pharmacy, but is not one of the stores identified above	As of the Application Deadline and has been open and available for use by the general public since a date that is 6 months prior to the Application Deadline

(4) Required Information for the Surveyor Certification Form:

The latitude and longitude coordinates for all Bus and Rail Transit Services and Community Services must represent a point as outlined below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for points for that service.

The following chart describes the location where the latitude and longitude coordinates must be obtained:

**Coordinates Location Chart**

Development Location Point or Service	Location of latitude and longitude coordinates
Development Location Point	Coordinates must be a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.
Bus and Rail Transit Services	Coordinates must represent the location where passengers may embark and disembark the bus or train.

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location. However, there are no other instances in which an Applicant may use identical coordinates or the same location for any other combination of Transit or Community Services.

(5) Scoring Proximity to Services (Transit and Community):

(a) Private Transportation

Applicants that selected the Elderly Demographic at question 1 of Exhibit A and wish to provide Private Transportation as the Transit Service must select “Yes” at question 5.b. of Exhibit A to be eligible to receive 2 points.

(b) Bus and Rail Transit Services and Community Services

The distances between the Development Location Point and each service, as certified by the Surveyor on the Surveyor Certification Form, will be the basis for awarding proximity points. Failure to provide the distance for any Community Service will result in zero points for that Community Service. Failure to provide the distance for any Bus or Rail Transit Service will result in zero points for that Transit Service.

(i) Transit Service Distance Scoring Charts:

Note: Section Four A.5.b.(2) above outlines the minimum Transit Service Score requirements.

Public Bus Stop	
Proximity of Proposed Development’s Development Location Point to a Public Bus Stop stated on the Form	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.20 miles	2.0
if greater than 0.20 and less than or equal to 0.30 miles	1.5
if greater than 0.30 miles	0.0

<b>MetroRail Station, TriRail Station, Public Bus Transfer Stop, or Public Bus Rapid Transit Stop</b>	
<b>Proximity of Proposed Development's Development Location Point to a MetroRail Station, a TriRail Station, a Public Bus Transfer Stop or a Public Bus Rapid Transit Stop stated on the Form</b>	<b>Number of Proximity Points Awarded for Eligible Service</b>
if less than or equal to 0.25 miles	6.0
if greater than 0.25 and less than or equal to 0.50 miles	5.5
if greater than 0.50 and less than or equal to 0.75 miles	5.0
if greater than 0.75 and less than or equal to 1.00 miles	4.5
if greater than 1.00 and less than or equal to 1.25 miles	4.0
if greater than 1.25 and less than or equal to 1.50 miles	3.5
if greater than 1.50 and less than or equal to 1.75 miles	3.0
if greater than 1.75 and less than or equal to 2.00 miles	2.5
if greater than 2.00 miles	0.0

(ii) Community Services Scoring Charts:

<b>Grocery Store, Medical Facility and Pharmacy</b>	
<b>Proximity of Proposed Development's Development Location Point to an eligible Grocery Store, Medical Facility and Pharmacy stated on the Form</b>	<b>Number of Proximity Points Awarded for Eligible Service</b>
if less than or equal to 0.25 miles	4.0
if greater than 0.25 and less than or equal to 0.50 miles	3.5
if greater than 0.50 and less than or equal to 0.75 miles	3.0
if greater than 0.75 and less than or equal to 1.00 miles	2.5
if greater than 1.00 and less than or equal to 1.25 miles	2.0
if greater than 1.25 and less than or equal to 1.50 miles	1.5
if greater than 1.50 and less than or equal to 1.75 miles	1.0
if greater than 1.75 and less than or equal to 2.00 miles	0.5
If greater than 2.00 miles	0.0

<b>Public School</b>
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Proximity of Proposed Development's Development Location Point to an eligible Public School stated on the Form	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.50 miles	4.0
if greater than 0.50 and less than or equal to 1.00 miles	3.0
if greater than 1.00 and less than or equal to 1.50 miles	2.0
if greater than 1.50 and less than or equal to 2.00 miles	1.0
if greater than 2.00 miles	0

Senior Center	
Proximity of Proposed Development's Development Location Point to an eligible Senior Center stated the Form	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 1.00 mile	4.0
if greater than 1.00 and less than or equal to 2.00 miles	3.0
if greater than 2.00 and less than or equal to 3.00 miles	2.0
if greater than 3.00 and less than or equal to 4.00 miles	1.0
if greater than 4.00 miles	0

d. **Mandatory Distance Requirement:**

To be eligible to be considered for funding, Applications must qualify for the Mandatory Distance Requirement. Applications may qualify automatically (as outlined in (1) below). Applications that are not eligible for the automatic qualification will only qualify if the distance between the Development Location Point and other properties identified on the 2013 FHFC Development Proximity List, effective 8-16-13, (the List) serving the same demographic group as the proposed Development meets the Mandatory Distance Requirement of 0.5 or 5.0 miles for Broward County Applications and Miami-Dade County Applications or 1.0, 2.0 or 5.0 miles for Palm Beach County Applications (as outlined in (2) below). The List is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links. Applications that do not qualify for the Mandatory Distance Requirement under (1) or (2) below will not be eligible to be considered for funding.

(1) **Applications Eligible for the Automatic qualification for the Mandatory Distance Requirement:**

Applications will automatically qualify for the Mandatory Distance Requirement by meeting the criteria outlined in question 5.c.(1) or 5.c.(2) of Exhibit A. The Applicant should select question 5.c.(1) or 5.c.(2) of Exhibit A of the RFA.

(2) **Applications Not Eligible for the Automatic qualification for the Mandatory Distance Requirement:**



The Applicant should select question 5.c.(3) of Exhibit A of the RFA. Determination of whether the Application meets the qualifications of the Mandatory Distance Requirement will be based on the following:

- For Broward County Applications and Miami-Dade County Applications – whether the Development Location Point meets the criteria for a distance of within 0.5 miles or 5.0 miles of a Development on the List serving the same demographic group.
- For Palm Beach County Applications – whether the Development Location Point meets the criteria for a distance of within 1.0 miles, 2.0 miles, or 5.0 miles of a Development on the List serving the same demographic group.

To make such determination, the Applicant, using Street Atlas USA 2013, published by DeLorme, should follow the steps outlined below. For purposes of this provision, same demographic refers to Family demographic, Elderly non-ALF demographic, and Elderly ALF demographic.

- (a) Select the “Advanced” search button on the “Find” tab, to the right of the “Advanced” button select “Latitude/ Longitude” from the drop down menu under “Find:”, check the “MapTags” box, enter the latitude and longitude coordinates for the Development Location Point in the appropriate blanks to the right and then click the “Search” button. A “MapTag” with the entered coordinates will then appear in the appropriate location.
- (b) For each Development on the List that serves the same demographic group as the proposed Development which is in proximity to the proposed Development’s Development Location Point, repeat the steps stated above to display MapTags for the Development(s). For those Developments on the List that have more than one set of latitude and longitude coordinates, the Corporation will use the coordinates that represents the closest location to the proposed Development’s Development Location Point as the location of the Development from the List for the purposes of awarding proximity points.
- (c) Select the “Draw” tab. Under “Tools”, select the circle or, if there is no circle, click and hold the left mouse button and this will provide several shape options, one of which is a circle. To the right, use the thinnest line possible, select “None” as the fill color for the circle and choose a color such as black for the outline. Enter the latitude and longitude coordinates for the proposed Development’s Development Location Point in the space provided, and then enter, the appropriate distance for the radius (0.5 or 5.0 miles for Broward County Applications and Miami-Dade County Applications, or 1.0, 2.0 or 5.0 miles for Palm Beach County Applications). Upon selecting the “Apply” button, the software will draw a circle, with the radius entered, around the Development Location Point.
- (d) If the tip of any of the MapTags entered for the Developments on the List are within the drawn circle or, when the map is zoomed in as far as possible, if the tip of any of the entered MapTags appears to the naked eye to be on the drawn line of the circle, the Applicant can conclude that the Development Location Point is within the distance entered for the radius of the circle of a Development from the List. The tip of a MapTag is the point of the MapTag that denotes the actual location of what the MapTag represents.

For purposes of the following, a proposed Development qualifies as an LDA Development if it meets the provisions described in Section Four A.6.c. of the RFA.

Applications will qualify for the Mandatory Distance Requirement by meeting the following:

- (i) For Broward, Miami-Dade, and Palm Beach County Applications - If the distance of the proposed Development to Developments on the List is greater than 5.0 miles if the proposed Development qualifies as an LDA Development; or
- (ii) If the distance of the proposed Development to Developments on the List which consist of 31 total units or more is greater than 0.5 miles for Broward County Applications and Miami-Dade County Applications, or greater than 2.0 miles for Palm Beach County Applications if the proposed Development does not qualify as an LDA Development; or
- (iii) If the distance of the proposed Development to Developments on the List which consist of 30 total units or less is greater than 0.5 miles for Broward County Applications and Miami-Dade County Applications or greater than 1.0 miles for Palm Beach County Applications if the proposed Development does not qualify as an LDA Development.

If the location of the proposed Development is such that both (ii) and (iii) above would apply, the more restrictive criteria of (iii) will be used to evaluate the Application.

An Applicant may disregard any Development(s) on the List if the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one of the following criteria: (i) they are contiguous or are divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development. If this provision applies to the proposed Development, identify the Development(s) on the List at question 5 of Exhibit A.

In addition, in the event that both the Guarantee Fund loan and any Subordinate Mortgage Initiative (SMI) loan for one of the Developments on the List are paid off prior to the Application Deadline, the Corporation will treat the distance restriction around that Development as if it was never included on the List and the distance restriction related to that Guarantee Fund Development will no longer apply.

**6. Set-Aside Commitments:**

- a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must elect one of the following minimum set-aside commitments:

- 20% of the units at 50% or less of the Area Median Income (AMI)
- 40% of the units at 60% or less of the AMI
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

Note: Choosing the 20 percent at 50 percent AMI or less minimum set-aside will restrict ALL set-aside units at 50 percent or less of the AMI. Applicants may choose the 40

percent at 60 percent AMI or less minimum set-aside without committing to set aside any of the units at the 60 percent AMI level. For example, an Applicant may commit to set aside 40 percent at 50 percent AMI and this would also be considered 40 percent at 60 percent AMI or less.

b. Set-Aside Commitments per Corporation Requirements:

The Corporation has set-aside requirements beyond those required by Section 42 of the IRC which must be reflected on the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A, as outlined below:

(1) Total Set-Aside Commitment:

- (a) If the proposed Development has a Demographic Commitment of Family or Elderly Non-ALF, the Applicant must set aside a total of at least 80 percent of the Development's total units at 60 percent AMI or less; or
- (b) If the proposed Development has a Demographic Commitment of Elderly ALF, the Applicant must set aside a total of at least 50 percent of the Development's total units at 60 percent AMI or less.

(2) ELI Set-Aside Commitments:

(a) Required Minimum ELI Set-Aside Commitments:

- (i) If the proposed Development does not qualify as an LDA Development, the Applicant must set aside at least 10 percent of the total units at the ELI AMI level for the county where the proposed Development is located. The ELI County Chart is set out in Item 7 of Exhibit C of the RFA; or
- (ii) If the proposed Development qualifies as an LDA Development and meets all of the conditions outlined in Item c.(1) below, the Applicant must set aside at least 30 percent of the total units at the ELI AMI level for the county where the proposed Development is located. The ELI County Chart is set out in Item 7 of Exhibit C of the RFA.

(b) Required ELI Units for Special Needs Households:

For proposed Developments with the Demographic Commitment of Family or Elderly non-ALF, the Applicant commits to set aside at least 50 percent of the ELI units for Special Needs Households and develop and execute a Memorandum of Understanding with at least one designated Special Needs Household Referral Agency for the county where the proposed Development will be located (the deadline for the MOU will be established in the Carryover Allocation Agreement). A current list of Special Needs Household Referral Agencies for each county is published on the Corporation's Website at [www.floridahousing.org](http://www.floridahousing.org) under Special Needs Housing, Link Initiative.

c. Limited Development Area (LDA):

- (1) A proposed Development will be designated as an LDA Development if:

- (a) It is located in a County or an area of a County that has been designated by the Corporation as an LDA area, and
- (b) The Applicant selected the applicable Demographic Commitment (Elderly or Family) that is associated with the LDA area.

Applicants should use the LDA Chart set out at Item 6 of Exhibit C of the RFA to determine whether the proposed Development qualifies as an LDA Development.

For an LDA Development to be deemed eligible to be considered for funding under this RFA it must meet all of the following conditions. An LDA Development that does not meet all of the following conditions will be ineligible to be considered for funding. The conditions are:

- The Applicant demonstrated its commitment to set aside at least 30 percent of the total units for ELI on the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A; and
  - The proposed Development is classified as RA Level 1 or RA Level 2; and
  - The Percentage of Total Units that will have Rental Assistance is greater than 75 percent; and
  - The proposed Development consists of a total of 250 units or less (Note: the total number of units is further restricted by the Elderly Demographic provisions (outlined in Exhibit C of the RFA) if the Applicant selected the Elderly Demographic Commitment at question 1 of Exhibit A).
- (2) If the proposed Development is located in a county where only a portion(s) of the county is included on the LDA Chart and the proposed Development's Demographic Commitment is one of the applicable Demographic Categories on the LDA Chart, the Corporation will verify whether the Development Location Point is within the boundaries of the area designated as an LDA in order to determine whether the proposed Development qualifies as an LDA Development. To make such determination, Street Atlas USA 2013, published by DeLorme, will be used. If Street Atlas USA 2013 does not recognize the Development Location Point, then the proposed Development will be deemed to be an LDA Development and must meet all of the conditions outlined in Item (1) above to be eligible to be considered for funding.

d. Total Set-Aside Breakdown Chart:

The Total Set-Aside Breakdown Chart must reflect all set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides) and the required total set-aside percentage (as further outlined below).

The Applicant must complete the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A of the RFA. The Applicant must indicate on the chart the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level.

**7. Site Control:**

The Applicant must demonstrate site control by providing, as **Attachment 7** to Exhibit A, the documentation required in Items a., b., and/or c., as indicated below. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

- a. **Eligible Contract** - For purposes of the RFA, an eligible contract is one that has a term that does not expire before a date that is six (6) months after the Application Deadline or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than six (6) months after the Application Deadline; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the buyer **MUST** be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (i) have a term that does not expire before a date that is six (6) months after the Application Deadline or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than six (6) months after the Application Deadline, and (ii) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.
- b. **Deed or Certificate of Title** – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
- c. **Lease** - The lease must have an unexpired term of at least 50 years from the Application Deadline and the lessee must be the Applicant. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, subleases, assignments, or agreements of any kind between or among the owner, the lessor, or any sublessee, assignor, assignee, and the Applicant, or other parties, must be provided, and if a lease, must have an unexpired term of at least 50 years from the Application Deadline.

**8. Local Government Contributions (Maximum 5 Points):**

- a. **Applicants Eligible for Automatic Points:**

Applicants that selected and qualified for the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 4.c. of Exhibit A will automatically receive the maximum 5 points without any requirement to demonstrate a Local Government contribution.

- b. **Applicants Not Eligible for Automatic Points:**

In order for an Applicant that selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 4.c. of Exhibit A to receive points, the Applicant must provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral that is effective at least through June 30, 2014 and has a value whose dollar amount is equal to or greater than the amount listed on the County Contribution List (set out below) for the county in which the proposed Development will be located. Those

Applications that do not have the necessary contribution values to achieve maximum points will be scored on a pro-rata basis.

As evidence of the Local Government Contribution, the Applicant must provide the properly completed and executed Local Government Verification of Contribution Form(s) as **Attachment 8** to Exhibit A. The forms are set out in Exhibit B of the RFA. To qualify for points, the amount of the contribution stated on the applicable form(s) must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc., and each Local Government Verification of Contribution Form must reflect the effective date of the Local Government commitment and/or fee waiver (date must be on or before the Application Deadline).

The only Local Government contributions that will be considered for the purpose of scoring are:

- Monetary grants
- Loans with the exception of USDA RD funds
- A one-year or more deferral of a fee beyond the date that it is routinely due
- Waiver of fees

A loan with a forgiveness provision requiring approval of the Local Government will be treated as a loan, rather than as a grant, for scoring purposes. The "Loan" verification form should be used.

Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form is provided. For purposes of this RFA, USDA-RD funds will NOT count as a Local Government contribution.

The contribution may not be included as an expense on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of calculating HC basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

For a contribution consisting of a loan or deferred fee to be considered complete and eligible for points, the Local Government Verification Form must reflect both the total amount of the loan or deferred fee and the value (net present value) of the loan or deferred fee. Calculate the net present value of the payments using the discount rate of 5.50 percent.

NOTE: Neither the payment stream for the present value calculations (if contribution consists of a loan or deferred fee) nor the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) are required to be attached to the certification form or otherwise included in the Application in order for the certification form to be considered for points.

In order to be eligible to be considered for points as a Local Government contribution, the contribution must:

- Be in effect as of Application Deadline;
- Be effective at least through June 30, 2014;
- Be dedicated solely for the proposed Development;

- Provide a tangible economic benefit that results in a quantifiable cost reduction and must be given specifically to the proposed Development because the Development will provide affordable housing; and
- State, federal, or Local Government funds initially obtained by or derived from a Local Government qualify as a Local Governmental contribution even though the funds are directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization, provided that they otherwise meet the requirements set forth in this Application, including those relating to the executed verification form.

Local Government contributions that are ineligible to be considered for points include:

- Contributions that are not specifically made for the benefit of affordable housing but are instead of general benefit to the area in which the Development is located.
- The fact that no impact fees or other such fees are levied by a local jurisdiction for ANY type of development does not constitute a Local Government contribution. If such fees are levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this RFA, no Local Government contribution exists and no points will be awarded;
- The absence of interest on a loan or the absence of interest payments until a specific date does not constitute a deferral or waiver of fees.
- Local Government contributions that have not received final approval;
- A contribution from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer;
- A contribution from a PHA;
- HOPE VI funds; and
- A contribution of any portion of the Applicant's site below market value.

To calculate the value of a Local Government below market interest rate loan:

- Calculate the net present value of the payments due to the Local Government including any balloon payment of principal due on a non-amortizing or non-fully amortizing loan.
- Calculate the net present value of the loan payments using the discount rate.
- Subtract the net present value of the loan payments from the original loan principal amount. The remaining amount is the value of the Local Government contribution.

Example: If the discount rate is assumed to be 5.50 percent and the Local Government will provide a fully amortizing \$200,000 loan at 3 percent for 30 years with monthly payments, the contribution is calculated as follows:

- Calculate the monthly payment of the \$200,000 loan at 3 percent (\$843.21).

Calculate the net present value of the stream of (\$843.21) monthly payments over 30 years (360 months) using a 5.50 percent discount rate (\$148,507.63).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution ( $\$200,000 - \$148,507.63 = \$51,492.37$  value).

Example: If the discount rate is assumed to be 5.50 percent and the Local Government will provide an interest only \$200,000 loan at 3 percent for 30 years with payments due monthly, the contribution is calculated as follows:

Calculate the monthly payment of the \$200,000 loan at 3 percent. Multiply the \$200,000 by 3 percent and divide the result by 12. The answer is \$500. As such, the loan payments for the first 359 months are \$500. The 360<sup>th</sup> payment is the \$500 plus the balloon payment of \$200,000, which is \$200,500.

Calculate the net present value of the stream of the various monthly payments over 30 years (360 months) using a 5.50 percent discount rate (\$126,615.93).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution ( $\$200,000 - \$126,615.93 = \$73,384.07$  value).

Example: A Development is to be located in Palm Beach County and has achieved a Local Government contribution valued at \$37,500. The County Contribution List states that a Development to be located in Palm Beach County must obtain contributions valued at \$75,000 to achieve 5 points. Therefore, in this example, the Development would receive 2.5 points ( $(\$37,500 / \$75,000) \times 5$ ).

NOTE: Points will be rounded to two decimal places (3.345 rounded up to 3.35 and 3.3449 rounded down to 3.34).

#### County Contribution List

County in which the Development Is to be Located	Value of Contribution Required to Achieve Maximum Points
Broward Miami-Dade	\$100,000
Palm Beach	\$75,000

### 9. Funding:

#### a. Funding Request (Eligible Housing Credit Request Amount):

The Eligible Housing Credit Request Amount will be the amount of Housing Credit Allocation the Applicant will tentatively be awarded should the Application be selected for funding. Such Eligible Housing Credit Request Amount will be based on the lesser of (i) the Applicant's Housing Credit Request Amount (as provided by the Applicant in question 9.a. of Exhibit A), (ii) the County Group Maximum Housing Credit Request Limit (as outlined in Item 9.a.(2)(a) below) and (iii) the Development's Housing Credit Request Limit (as outlined in Item 9.a.(2)(b) below). Any equity proposal provided as an attachment to the RFA must reflect the Eligible Housing Credit Request Amount, as further described in Item 9.d.(2)(a) below.



(1) In order for the Applicant's Housing Credit Request Amount to be eligible to be greater than the limits indicated in Column A of the chart set out at Item 9.a.(2)(a) below, the proposed Development must qualify for the HUD High Cost Area (HCA) 30 percent boost via one of the three options outlined in Items 9.(a)(i), 9.(a)(ii), or 9.(b) below. If the Applicant intends to qualify for this higher Housing Credit Request Amount limit, it must complete the applicable questions at 9.a.(1) and (2) of Exhibit A.

(a) With regard to Housing Credits, HUD provides regulatory guidance on the effective date of Difficult Development Area (DDA) and Qualified Census Tract (QCT) lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(B) of the IRC.

(i) DDA –

In order to be classified as a Development located in a DDA for purposes of this RFA, as of the Application Deadline the proposed Development must be located in a HUD-designated DDA.

If located in a HUD-designated DDA, provide the requested information at question 9.a.(1)(a) of Exhibit A.

(ii) QCT –

If the proposed Development is not located in a DDA (as indicated by the Applicant at question 9.a.(1)(a) of Exhibit A), in order to be classified as a Development located in a QCT for purposes of this RFA the proposed Development must be located in one of the QCTs based on the current census, as determined by HUD as of the Application Deadline, and the Applicant must provide a copy of a letter from the local planning office or census bureau verifying the Development's location in the referenced QCT as **Attachment 9** to Exhibit A.

(b) Multi-Phase –

If the Applicant indicates at question 9.a.(2)(a) of Exhibit A that the proposed Development is a phase of a multiphase Development where no phase was funded in the 2011 Universal Application Cycle and the proposed Development is selected for funding, the procedure and deadline for providing the required information will be included in the Carryover Allocation Agreement.

If the proposed Development is located in a HUD-designated DDA and/or QCT, per Item (a)(i) and/or (a)(ii) above, and it is an additional phase of a multi-phase Development where a phase was funded in the 2011 Universal Application Cycle and the funding was not returned, the Applicant should select question 9.a.(2)(b) of Exhibit A and provide the following information for the phase(s) funded in the 2011 Universal Application Cycle as **Attachment 9** to Exhibit A:

Phase(s) of Multiphase Development Funded in 2011 Universal Application Cycle	
FHFC File No.	Development Name

If the proposed Development is not located in a HUD-designated DDA and/or QCT, per Item (a)(i) and/or (a)(ii) above, but it is an additional phase of a multi-phase Development where a phase was funded in the 2011 Universal Application Cycle and the funding was not returned, and this proposed

Development is funded, then the HUD HCA status of the Development funded in the 2011 Universal Application Cycle will apply for the additional phase proposed in this Application. The Applicant should select question 9.a.(2)(c) of Exhibit A and provide the following information for the phase(s) funded in the 2011 Universal Application Cycle as **Attachment 9** to Exhibit A:

Phase(s) of Multiphase Development Funded in 2011 Universal Application Cycle	
FHFC File No.	Development Name

(2) Maximum Housing Credit Request Amount:

(a) County Group Maximum Housing Credit Request Limit:

The Applicant must state the amount of Housing Credits it is requesting at question 9.a. of Exhibit A (“Applicant’s Housing Credit Request Amount”). The Applicant’s Housing Credit Request Amount cannot exceed the applicable County Group amount stated in the following chart:

County Where Proposed Development is Located	County Maximum Housing Credit Request Limits	
	Column A If Development is not located in a DDA or if the Application does not meet the RFA requirements to qualify as a QCT	Column B HCA Bonus – If Development is located in a DDA; and/or if the Application meets the RFA requirements to qualify as QCT
Broward Miami-Dade	\$1,970,000	\$2,561,000
Palm Beach	\$1,625,000	\$2,110,000

If the Applicant states an amount that is greater than the amount the Applicant is eligible to request relative to the above chart, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request as provided in the chart above.

The amount resulting from the lesser of the Applicant’s Housing Credit Request Amount (as stated at question 9.a. of Exhibit A) and the adjustment described above, if any, will be deemed to be the Applicant’s Maximum Housing Credit Request Amount.

(b) Development Housing Credit Request Limit:

The Applicant’s Maximum Housing Credit Request Amount cannot exceed the applicable maximum Development Housing Credit Request Limit which shall be determined by taking the Applicant’s HC eligible costs amount provided on the Total Development Cost line (Line G, Column 1) on the Development Cost Pro Forma and then multiplying it by either 130 percent if the Applicant qualified for the 30 percent boost in any of the three qualifying events as outlined in Item 9.a.(1) above, or 100 percent if the Applicant did not. This resulting amount will then be multiplied by the proposed Development’s applicable fraction which, for Application purposes, shall be the percentage of low income units to total units taken from the Total Set-Aside Percentage line of the Total Set-Aside Breakdown Chart completed by the Applicant for question 6.b. of Exhibit A, to arrive at the qualified basis. The qualified basis is then multiplied by the 70 percent present value credit rate which, for Application

purposes, shall be 8.00 percent. The resulting amount is the Applicant's applicable maximum Development Housing Credit Request Limit.

If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation, the Development Housing Credit Request Limit must appropriately account for any acquisition credits. To do so, the process provided in the paragraph immediately above will be followed except the Total Development Cost line (Line G. Column 1) of the Development Cost Pro Forma will be reduced by the amount provided for Acquisition Cost of Existing Developments (Excluding Land) (Line B1. Column 1). The resulting interim Development Housing Credit Request Limit from the above paragraph will then have the proposed Development's acquisition credits added to it to yield the maximum Development Housing Credit Request Limit. The acquisition credits will be determined by taking the amount provided on Line B1. Column 1 referenced above and multiplying it by the proposed Development's applicable fraction, which for Application purposes, shall be the percentage of low income units to total units taken from the Total Set-Aside Percentage line of the Total Set-Aside Breakdown Chart completed by the Applicant for question 6.b. of Exhibit A, to arrive at the qualified basis. The qualified basis is then multiplied by the 30 percent present value credit rate which, for Application purposes, shall be 3.50 percent. The resulting amount is the Applicant's applicable maximum Development Housing Credit Request Limit.

If the maximum Development Housing Credit Request Limit is less than the Applicant's Maximum Housing Credit Request Amount, then the maximum Development Housing Credit Request Limit will become the Eligible Housing Credit Request Amount. If the Applicant's Maximum Housing Credit Request Amount is less than or equal to the maximum Development Housing Credit Request Limit, then the Applicant's Maximum Housing Credit Request Amount will become the Eligible Housing Credit Request Amount.

b. Other Funding:

- (1) If the Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab Analysis or the Permanent Analysis.
- (2) The Applicant must list any other Corporation funding that is intended to be utilized as a source of financing for the proposed Development.
- (3) If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 514/516 Program, RD 515 Program, and/or RD 538 Program, the following information must be provided:
  - (a) Indicate the applicable RD Program(s).
  - (b) For a proposed Development that will be assisted with funding from RD 514/516 or RD 515:

- (i) Include the funding amount at the USDA RD Financing line item on the Development Funding Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis); and
- (ii) Provide a letter from RD, dated within six (6) months of the Application Deadline, as **Attachment 10** to Exhibit A, confirming the funding source as outlined below:
  - For proposed Developments with the Development Category of Rehabilitation or Redevelopment (with or without Acquisition) at question 4.c. of Exhibit A, the RD letter must include the following information:
    - Name of existing development
    - Name of proposed Development
    - Loan balance
    - Acknowledgment that property is applying for Housing Credits
    - Applicable RD program
    - Acknowledgment that property will remain in the USDA/RD 515 or 514/516 (as applicable) loan portfolio

or

- For proposed Developments with the Development Category of New Construction Developments at question 4.c. of Exhibit A, the RD letter must include the following information:
  - Name of Proposed Development
  - Name of Applicant as borrower or direct recipient
  - Loan amount
  - Acknowledgment that property is applying for Housing Credits
  - Applicable RD program
- (c) If the proposed Development will be assisted with funding under the RD 538 Program, the Applicant must:
  - (i) Include the funding amount at the USDA RD Financing line item on the Development Funding Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis); and
  - (ii) Provide the Section 538 Selection letter sent to the Applicant by RD as **Attachment 10** to Exhibit A; and
  - (iii) Provide the letter sent to the Applicant by an RD 538 approved lender certifying that the lender is prepared to make a loan consistent with the program requirements through the Section 538 Guaranteed Rural Rental Housing ("538") Loan Program as **Attachment 10** to Exhibit A.

c. Finance Documents:

All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources. The sources must equal or exceed the uses.

❖ Developer Fee

Developer fee shall be limited to 16 percent of Development Cost. The maximum allowable Developer fee will be tested during the scoring of the Application by multiplying the Development Cost by 16 percent, carried to 2 decimal places and may not be rounded.

The Corporation will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

❖ General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost by 14 percent, carried to 2 decimal places and may not be rounded.

❖ Development Cost Pro Forma

This section must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition. Any amounts that are not an anticipated cost to the Development, such as waived fees or charges, cannot be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered "waived fees".

➤ Fee Disclosure

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee or General Contractor fee that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable.

d. Non-Corporation Funding Proposals:

In order for funding to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as **Attachment 11** to Exhibit A and continuing with sequentially numbered attachments for each additional funding

source. Evidence for each funding source must be behind its own sequentially numbered attachment.

For purposes of the Application, neither net operating income for a Rehabilitation Development nor capital contributions will be considered a source of financing.

(1) Financing Proposal

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria. Evidence for each funding source must be behind its own numbered attachment.

(a) Each financing proposal shall contain:

- (i) Amount of the construction loan, if applicable;
- (ii) Amount of the permanent loan, if applicable;
- (iii) Specific reference to the Applicant as the borrower or direct recipient;
- (iv) Signature of all parties, including acceptance by the Applicant.

Note: Eligible Local Government financial commitments can be considered without meeting the requirements of (i) through (iv) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form and/or the Local Government Verification of Contribution – Loan Form.

(b) Financing that has closed:

- (i) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:
  - Amount of the construction loan, if applicable;
  - Amount of the permanent loan, if applicable; and
  - Specific reference to the Applicant as the borrower/direct recipient/mortgagee.
- (ii) Except for HUD and RD funding, if the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, the Applicant must provide a letter from the lender, dated within six (6) months of the Application Deadline, that includes the following information:
  - Specifically references the Applicant as the assuming party;
  - If a permanent loan, states the amount to be assumed; and
  - If a construction loan, states the maximum amount of funding capacity.

If the debt being assumed is provided by HUD, the Applicant must provide a letter from HUD, dated within six (6) months of the Application Deadline, confirming the funding source. The letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Applicable HUD program.

If the debt being assumed is provided by RD, the Applicant is only required to provide the information described in Item 9.b.(3) above.

- (c) If the financing proposal is not from a regulated Financial Institution in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (1) a copy of the lender's most current audited financial statements no more than 17 months old; or (2) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer fee.
- (d) If a financing proposal shows an amount less than the corresponding line item on the pro forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount in excess of the corresponding line item on the pro forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- (e) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (f) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (g) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (h) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

(2) Equity Proposal

For the purpose of this RFA, to be counted as a source an equity proposal, regardless of whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, must: (i) if syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (b) below, or (ii) if not

syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (c) below:

(a) If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will not be considered a source of financing. However, if the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing; and

(b) If syndicating/selling the Housing Credits:

(i) A Housing Credit equity proposal must also meet the following criteria:

- Be executed by all parties, including the Applicant;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
- State the proposed amount of equity to be paid prior to construction completion;
- State the anticipated Eligible Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

(ii) If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements of Item 9.d.(2)(b)(i) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

Note: Item 10 of Exhibit A outlines the requirement and deadline for the Applicant's confirmation that the documented equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).

(c) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided.

(i) The commitment must include the following:

- The proposed amount of equity to be paid prior to construction completion;
- The anticipated Eligible Housing Credit Request Amount;
- The anticipated dollar amount of Housing Credit allocation to be purchased; and
- The anticipated total amount of equity to be provided.

(ii) Evidence of ability to fund must be provided as an Attachment to the Application.

e. Per Unit Construction Funding Preference:



- (1) The following Applications will qualify for this funding preference, as outlined in Section Four B of the RFA:
- (a) Applications with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 4.c.(1) of Exhibit A), and
  - (b) Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 4.c.(1) of Exhibit A) that reflect an amount of at least \$40,000 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.
- (2) The following Applications will not qualify for this funding preference:

Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 4.c.(1) of Exhibit A) that reflect an amount less than \$40,000 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.

Except for deferred Developer fee, the Application requires complete information on all sources of Development funding and the proposed uses of those funds. All loans, grants, donations, syndication proceeds, etc., should be detailed in the Application as outlined above. The total amount of monetary funds determined to be in funding proposals must equal or exceed uses.

**10. Applicant Certification and Acknowledgement:**

The Applicant’s signature on Exhibit A indicates the Applicant’s certification and acknowledgement of the provisions and requirements of the RFA. The copy of the Application labeled “Original Hard Copy” must reflect an original signature (blue ink is preferred).

**Addenda:**

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

**B. Funding Selection:**

Only Applications that are eligible for funding will be considered for funding selection. Eligibility requirements include the following:

<b>Eligibility Requirements</b>	<b>Described in RFA at:</b>
Submission Requirements	Section Three A and Section Five
Financial Arrearage Requirements	Section Five
LDA Development Conditions	Section Four A.6.c.
Minimum Proximity Score	Section Four A.5.b.(2)
Minimum Transit Score	Section Four A.5.b.(2)
Mandatory Distance Requirement	Section Four A.5.d.
Total Development Cost Per Unit Limitation	Section Four A.10.c.(17) and Item 8 of Exhibit C
All Mandatory Items	Section Five

The highest scoring Applications will be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated first by the Application's eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.c.(1)(a) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), then by the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.9.e. of the RFA, (with Applications that qualify for the preference listed above Applications to do not qualify for the preference), then by the Application's Leveraging Classification (applying the multipliers outlined in Exhibit C below and having the Classification of A be the top priority, then by the Application's eligibility for the Florida Job Creation Preference which is outlined in Exhibit C below (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), and then by lottery number, resulting in the lowest lottery number receiving preference.

Unless otherwise provided below, Applications will be selected for funding only if there is enough funding available to fully fund the Eligible Housing Credit Request Amount (Funding Test).

The Applications will be considered for funding in the following funding order: first the highest scoring eligible Application located in Miami-Dade County that can meet the Funding Test, then the highest scoring eligible Application located in Broward County that can meet the Funding Test, then the highest scoring eligible Application located in Palm Beach County that can meet the Funding Test, then the highest scoring eligible unfunded Application located in Miami-Dade County that can meet the Funding Test and then the highest scoring eligible unfunded Application located in Broward County regardless of the Funding Test. If there is not enough funding available to fully fund this last Broward County Application, the Application will be entitled to receive a Binding Commitment for the unfunded balance. No further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

To determine the highest scoring eligible unfunded Applications within the above funding order, if the highest scoring eligible unfunded Application cannot meet the Funding Test, the next highest scoring eligible unfunded Application will be considered subject to the Funding Test. This process will be repeated until the highest scoring eligible unfunded Application that meets the Funding Test is selected or, if no eligible unfunded Application can meet the Funding Test, then the highest scoring eligible unfunded Application located in the next County in the above funding order that can meet the Funding Test will be selected. If none of the eligible unfunded Applications meet the Funding Test, then the highest scoring eligible unfunded Application within the above funding order will be selected for funding and the Application will be entitled to receive a Binding Commitment for the unfunded balance.

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or Rule Chapter 67-48, F.A.C., will be distributed to the highest scoring eligible unfunded Application located in the same county as the Development that returned the funding regardless of the Funding Test. If there is not enough funding available to fully fund this Application, it will be entitled to receive a Binding Commitment for the unfunded balance.

#### **SECTION FIVE EVALUATION PROCESS**

Committee members shall independently evaluate and score their assigned portions of the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of the following submission requirements are not met: the Application is not submitted online by the Application Deadline, the required number of hard copies are not submitted by the Application Deadline, the Applicant's hard copy submission is not contained in a sealed package, or the required Application fee is not submitted as of Application Deadline.

An Application will be deemed ineligible to be considered for funding if, as of close of business the day before the Committee meets to make a recommendation to the Board, there are any financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation as reflected on the most recently published Past Due Report posted to the Corporation's Website <http://www.floridahousing.org/PropertyOwnersAndManagers/PastDueReports/>, but not more recently than five (5) business days prior to the date the Committee meets to make a recommendation to the Board.

Applications will be scored based on the following Mandatory and Point items:

Mandatory Items	Point Items	Maximum Points
Demographic Commitment	Proximity to Transit and Community Services	22
Name of Applicant	Local Government Contributions	5
Evidence Applicant is a legally formed entity		
Principals for Applicant and for each Developer		
Name of Each Developer		
Evidence that each Developer entity is a legally formed entity		
Prior General Development Experience Chart for experienced Principal of Developer		
Name of Proposed Development		
County identified		
Address of Development Site		
Development Category		
Development Type		
Total Number of Units		
New construction units and/or rehabilitation units		
Estimated qualified basis in Rehabilitation Expenses per set-aside unit (if applicable)		
Any units currently occupied if Rehabilitation (if applicable)		
Minimum Set-Aside election		
Total Set-Aside Breakdown Chart		
Evidence of Site Control		
Applicant Housing Credit Request Amount		
Development Cost Pro Forma (listing expenses or uses) and Construction/Rehab. analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses		
Executed Applicant Certification and Acknowledgement (original signature in "Original Hard Copy")		
Total Possible Points:		27

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The

Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the funding selection criteria outlined in Section Four B above, and develop a recommendation or series of recommendations to the Board.

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Rule Chapter 67-48, F.A.C.

#### **SECTION SIX AWARD PROCESS**

The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**Exhibit A to RFA 2013-003 - Affordable Housing Developments located in  
Broward, Miami-Dade and Palm Beach Counties**

**1. Demographic Commitment:**

The Applicant must select one Demographic Category:

- a. Family
- b. Elderly – Indicate the type of Elderly Development:
  - Elderly ALF
  - Elderly non-ALF

**2. Applicant Information:**

- a. The Applicant must state the name of the Applicant: \_\_\_\_\_
- b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 1**.
- c. Is the Applicant applying as a Non-Profit organization?
  - Yes
  - No

If “Yes”, in order to be considered to be a Non-Profit entity, the Applicant must answer the following questions and provide the required information.

(1) Provide the following information for each Non-Profit entity as **Attachment 2**:

- (a) Attorney opinion letter;
- (b) IRS determination letter;
- (c) The description/explanation of the role of the Non-Profit entity;
- (d) The names and addresses of the members of the governing board of the Non-Profit entity;  
and
- (e) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

- (a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?
  - Yes
  - No

If “No”, is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

- Yes
- No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

- Yes  No

(c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

- Yes  No

If "Yes", state the percentage owned in the general partnership or managing member interest: \_\_\_\_\_%

(d) Percentage of Developer's fee that will go to the Non-Profit entity: \_\_\_\_\_%

(e) Year Non-Profit entity was incorporated: \_\_\_\_\_  
(yyyy)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

- Yes If "Yes", state name of the for-profit entity: \_\_\_\_\_
- No

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 3**.

e. Contact Person for this Application:

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
Last Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Relationship to Applicant: \_\_\_\_\_

**3. Developer Information:**

a. The Applicant must state the name of each Developer (including all co-Developers):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. For each Developer entity listed in question 3.a. above (that is not a natural person), the Applicant must provide, as **Attachment 4**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

c. General Developer Experience

For each experienced Developer entity, the Applicant must provide, as **Attachment 4**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

**4. General Development Information:**

a. The Applicant must state the name of the proposed Development: \_\_\_\_\_

b. Location of Development Site:

(1) The Applicant must indicate the County: \_\_\_\_\_

(2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

(1) The Applicant must select one applicable Development Category \_\_\_\_\_ and provide the required information as **Attachment 5**.

(2) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation, the following information must be provided:

(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated:  
\$\_\_\_\_\_.

(b) Are any of the existing units currently occupied?

Yes                       No

(c) Was the existing building(s) to be rehabilitated (i) originally built in 1994 or earlier, (ii) was either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, or either has PBRA or is public housing assisted through ACC, and (iii) the proposed Development did not close on funding from HUD or RD after 1994 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes                       No

- (3) Does the proposed Development meet the requirements to be considered to be concrete construction?
- Yes                       No
- d. The Applicant must select one applicable Development Type: \_\_\_\_\_
- e. Number of Units in Proposed Development:
- (1) The Applicant must state the total number of units: \_\_\_\_\_
- (2) The Applicant must select the applicable item below:
- (a) Proposed Development consists of 100% new construction units
- (b) Proposed Development consists of 100% rehabilitation units
- (c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:
- \_\_\_\_\_ new construction units and \_\_\_\_\_ rehabilitation units

**5. Proximity:**

In order to be considered for any points, the Applicant must provide an acceptable Surveyor Certification form as **Attachment 6**. The form must reflect the Development Location Point and Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 5.b. below) and Community Services for which the Applicant is seeking points.

a. PHA Proximity Point Boost:

Are all of the units in the proposed Development located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD?

- Yes                       No

If "Yes", in order to be eligible for the PHA Proximity Point Boost, the Applicant must provide the required letter as **Attachment 6**, as outlined in Section Four A.5.b.(1) of the RFA.

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic at question 1 above, does the Applicant commit to provide private transportation, as outlined in Section Four A.5.c.(1)(a), as its Transit Service?

- Yes                       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the FHFC Development Proximity List, indicate which of the following applies to this Application. The Applicant must make one selection. Applicants that are eligible



to select (1) or (2) below will be eligible for the automatic qualification for the Mandatory Distance Requirement. Applicants not eligible for the automatic qualification for the Mandatory Distance Requirement should select (3) below and follow the instructions outlined in Section Four A.5.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement.

- (1) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 4.c.(1) of Exhibit A of the RFA, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside at least 30 percent of the total units for ELI on the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C of the RFA.
- (2) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 4.c.(1) of Exhibit A of the RFA and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside at least 30 percent of the total units for ELI on the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C of the RFA.
- (3) None of the above applies to this Application. If this item is selected by the Applicant, the following question must be answered:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

- Yes      ○ No

If “yes”, the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.5.d. of the RFA):

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Note: RA Levels are described in Section Four A.4.c.(2) of the RFA.

## 6. Set-Aside Commitments:

- a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

Total Set-Aside Breakdown Chart	
Percentage of Residential Units	AMI Level
%	At or Below 25%
%	At or Below 28%
%	At or Below 30%
%	At or Below 33%
%	At or Below 35%
%	At or Below 40%
%	At or Below 45%
%	At or Below 50%
%	At or Below 60%
Total Set-Aside Percentage:	%

7. **Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 7**, as outlined at Section Four A.7. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

8. **Local Government Contributions:**

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 4.c. above, (i.e., the Application is not eligible for automatic 5 points), has a Local Government committed to provide a contribution to the proposed Development?

- Yes      ○ No

If “Yes”, in order to be considered for points for this section of the RFA, the Applicant must provide the following Local Government Verification of Contribution form(s) as **Attachment 8**, as applicable:

- a. Local Government Verification of Contribution – Grant Form;
- b. Local Government Verification of Contribution – Fee Waiver Form;
- c. Local Government Verification of Contribution – Loan Form; and/or
- d. Local Government Verification of Contribution – Fee Deferral Form.

**9. Funding:**

a. State the Applicant's Housing Credit Request Amount (annual amount): \$ \_\_\_\_\_

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

- Yes       No

If "Yes", indicate which DDA: \_\_\_\_\_

(b) If the proposed Development is not located in a DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

- Yes       No

If "Yes", indicate the QCT Number: \_\_\_\_\_ and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 9**.

(2) Multi-Phase Development:

If the answer to question (1)(a) and/or (1)(b) above is "Yes", indicate which of the following applies (question (2)(a), (2)(b) or (2)(d) below):

If the answer to both questions (1)(a) and (1)(b) above is "No", indicate which of the following applies (question (2)(c) or (2)(d) below):

- (a) The proposed Development is located in a HUD-designated DDA and/or QCT and is a phase of a multiphase Development, as defined in Section Four A.9.a.(1) of the RFA, where no phase was funded in the 2011 Universal Application Cycle.

or

- (b) The proposed Development is located in a HUD-designated DDA and/or QCT and is an additional phase of a multi-phase Development where a phase was funded in the 2011 Universal Application Cycle. Provide the required information regarding the previously funded phase(s) as **Attachment 9**.

or

- (c) The proposed Development is not located in a HUD-designated DDA or QCT, but it is an additional phase of a multi-phase Development where a phase was funded in the 2011 Universal Application Cycle. Provide the required information regarding the previously funded phase(s) as **Attachment 9**.

or

- o (d) Neither (a), (b), nor (c) above applies to the proposed Development.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

Corporation File #	Amount of Funding
_____	\$ _____

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

Corporation Program	Corporation File No.	Amount of Funding
SAIL		\$
HOME-Rental		\$
MMRB		\$
EHCL		\$

(3) If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 514/516 Program, RD 515 Program, and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 10** to Exhibit A.

- RD 514/516     
  RD 515     
  RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A beginning with **Attachment 11** and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.9.e. of the RFA?

- o Yes      o No

**10. Applicant Certification and Acknowledgement:**

- a. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
- b. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.

- (1) Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
  - (a) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), Management Company, General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 12 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (b) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
  - (c) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
  - (d) The number of buildings with dwelling units; and
  - (e) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  
- (2) Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
  - (a) Certification of the status of site plan approval as of Application Deadline and certification that as of Application Deadline the site is appropriately zoned for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
  - (b) Certification confirming the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
  - (c) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been performed, as outlined in Item 13 of Exhibit C of the RFA;
  - (d) Selection of any construction features and amenities, as required in Item 4 of Exhibit C of the RFA;
  - (e) Selection of resident programs, as required in Item 5 of Exhibit C of the RFA;
  - (f) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
    - (i) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing

that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

- (ii) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
  - (g) For any Applicant that applied as a Non-Profit but was not considered to be a Non-Profit for purposes of the Non-Profit funding goal, the Applicant may submit any required materials to document its Non-Profit status in order to be eligible to qualify for the Non-Profit Administrative fee outlined in Item 11 of Exhibit C of the RFA;
  - (h) Confirmation that all features and amenities committed to and proposed by the Applicant shall be located on the Development site;
  - (i) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both; and
  - (j) Notification of the percentage of ownership of the Principals of the Applicant.
- c. By submitting the Application, the Applicant acknowledges and certifies that:
- (1) The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
  - (2) If the Elderly (ALF or non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the requirements for the applicable demographic commitment as outlined in Items 1, 4, and 5 of Exhibit C of the RFA;
  - (3) The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect, as further outlined in Item 2 of Exhibit C of the RFA;
  - (4) If the Applicant applies as a Non-Profit entity it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and

materially participates in the management and operation of the Development throughout the Compliance Period;

- (5) The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;
- (6) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
- (7) During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 5 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program;
- (8) The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;
- (9) The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation;
- (10) The proposed Development will include all required construction features and amenities applicable to the Demographic selected, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features and amenities committed to by the Applicant is subject to approval of the Board of Directors;
- (11) The proposed Development will include all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors;
- (12) The proposed Development will include the required set-aside units (for ELI Households and Total Set-Aside Percentage). The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential units made by those Applicants that receive funding will

become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development;

- (13) The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term;
  - (14) The Applicant's commitments will be included in the Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
  - (15) The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter; and
  - (16) The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- d. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
  - e. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  - f. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  - g. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  - h. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information



provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.

- i. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.
- j. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title (typed or printed)

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) If Housing Credit equity is being used as a source of financing, complete Columns 1 and 2. Otherwise, only complete Column 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) The only Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction or Redevelopment and 15% for Development Category of Rehabilitation or Preservation.
  - (6) Applicants using HC equity funding should list an estimated compliance fee amount in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<b>DEVELOPMENT COSTS</b>			
<i>Actual Construction Costs</i>			
Accessory Buildings	_____	_____	_____
Demolition	_____	_____	_____
New Rental Units	_____	_____	_____
<b>*Off-Site Work (explain in detail)</b>	_____	_____	_____
Recreational Amenities	_____	_____	_____
Rehab of Existing Common Areas	_____	_____	_____
Rehab of Existing Rental Units	_____	_____	_____
Site Work	_____	_____	_____
<b>*Other (explain in detail)</b>	_____	_____	_____
<b>A1.1. Actual Construction Cost</b>	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<b>A1.2. General Contractor Fee (3)</b> (Max. 14% of A1.1., column 3)	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
<i>General Development Costs</i>			
Accounting Fees	_____	_____	_____
Appraisal	_____	_____	_____

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	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>General Development Costs (Cont'd)</i>			
Architect's Fee - Site/Building Design	_____	_____	██████████
Architect's Fee - Supervision	_____	_____	██████████
Builder's Risk Insurance	_____	_____	██████████
Building Permit	_____	_____	██████████
Brokerage Fees - Land/Buildings	██████████	_____	██████████
Capital Needs Assessment	_____	_____	██████████
Engineering Fees	_____	_____	██████████
Environmental Report	_____	_____	██████████
FHFC Administrative Fee	██████████	_____	██████████
FHFC Application Fee	██████████	_____	██████████
FHFC Compliance Fee (6)	██████████	_____	██████████
FHFC Credit Underwriting Fees	_____	_____	██████████
Green Building Certification/ HERS Inspection Costs	_____	_____	██████████
<b>*Impact Fees (list in detail)</b>	_____	_____	██████████
Inspection Fees	_____	_____	██████████
Insurance	_____	_____	██████████
Legal Fees	_____	_____	██████████
Market Study	_____	_____	██████████
Marketing/Advertising	██████████	_____	██████████
Property Taxes	_____	_____	██████████
Soil Test Report	_____	_____	██████████
Survey	_____	_____	██████████
Title Insurance & Recording Fees	_____	_____	██████████
Utility Connection Fee	_____	_____	██████████
<b>*Other (explain in detail)</b>	_____	_____	██████████
<b>A2. TOTAL GENERAL DEVELOPMENT COST</b>	<b>\$ ██████████</b>	<b>\$ ██████████</b>	<b>\$ ██████████</b>

RFA 2013-003 DEVELOPMENT COST PRO FORMA

(Page 3 of 4)

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	_____	_____	██████████
Construction Loan Credit Enhancement Fee(s)	_____	_____	██████████
Construction Loan Interest	_____	_____	██████████
Permanent Loan Origination/ Commitment Fee(s)	██████████	_____	██████████
Permanent Loan Credit Enhancement Fee(s)	██████████	_____	██████████
Permanent Loan Closing Costs	██████████	_____	██████████
Bridge Loan Origination/ Commitment Fee(s)	_____	_____	██████████
Bridge Loan Interest	_____	_____	██████████
Non-Permanent Loan(s) Closing Costs	_____	_____	██████████
*Other (explain in detail)	_____	_____	██████████
<b>A3. TOTAL FINANCIAL COSTS</b>	\$ ██████████	\$ ██████████	\$ ██████████
<b>B1. ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND) Existing Buildings</b>	\$ _____	\$ _____	\$ ██████████
<b>B2. *Other (explain in detail)</b>	\$ _____	\$ _____	\$ ██████████
<b>C. DEVELOPMENT COST (A1.3+A2+A3+B1+B2)</b>	\$ ██████████	\$ ██████████	\$ ██████████
<b>D. DEVELOPER'S FEE (1)</b>	\$ _____	\$ _____	\$ ██████████
<b>E. CONTINGENCY RESERVES (5)</b>	\$ _____	\$ _____	\$ ██████████
<b>F. TOTAL LAND COST</b>	██████████	\$ _____	\$ ██████████
<b>G. TOTAL DEVELOPMENT COST (C+D+E+F)</b>	\$ ██████████	\$ ██████████	\$ ██████████

**Detail/Explanation Sheet**

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A1.)*

Off-Site Work: \_\_\_\_\_

Other: \_\_\_\_\_

***General Development Costs***

*(as listed at Item A2.)*

Impact Fees: \_\_\_\_\_

Other: \_\_\_\_\_

***Financial Costs***

*(as listed at Item A3.)*

Other: \_\_\_\_\_

***Acquisition Cost of Existing Developments***

*(as listed at Item B2.)*

Other: \_\_\_\_\_

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

CONSTRUCTION or REHAB ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
<b>A. Total Development Costs</b>	\$ [REDACTED]	
<b>B. Construction or Rehab Funding Sources:</b>		
1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ _____	Attachment _____
2. First Mortgage Financing	\$ _____	Attachment _____
3. Second Mortgage Financing	\$ _____	Attachment _____
4. Third Mortgage Financing	\$ _____	Attachment _____
5. Grants	\$ _____	Attachment _____
6. HC Equity - Partner's Contribution	\$ _____	Attachment _____
7. HC Equity Bridge Loan	\$ _____	Attachment _____
8. USDA RD Financing:		
a. RD 514/516	\$ _____	Attachment _____
b. RD 515	\$ _____	Attachment _____
c. RD 538	\$ _____	Attachment _____
9. Other: _____	\$ _____	Attachment _____
10. Other: _____	\$ _____	Attachment _____
11. Deferred Developer Fee	\$ _____	
12. Total Sources	\$ [REDACTED]	
<b>C. Construction or Rehab Funding</b>		
<b>Shortfall (A. - B.12.):</b>	\$ [REDACTED]	

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

PERMANENT ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
<b>A. Total Development Costs</b>	\$ <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>	
<b>B. Permanent Funding Sources:</b>		
1. HC Syndication/HC Equity Proceeds	\$ _____	Attachment _____
2. First Mortgage Financing	\$ _____	Attachment _____
3. Second Mortgage Financing	\$ _____	Attachment _____
4. Third Mortgage Financing	\$ _____	Attachment _____
5. Grants	\$ _____	Attachment _____
6. HC Equity - Partner's Contribution	\$ _____	Attachment _____
7. USDA RD Financing:		
a. RD 514/516	\$ _____	Attachment _____
b. RD 515	\$ _____	Attachment _____
c. RD 538	\$ _____	Attachment _____
8. Other: _____	_____	Attachment _____
9. Other: _____	_____	Attachment _____
10. Deferred Developer Fee	\$ _____	
11. Total Sources	\$ <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>	
<b>C. Permanent Funding Shortfall</b> (A. - B.11.):	\$ <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>	

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

**Exhibit B to RFA 2013-003 - Affordable Housing Developments located in  
Broward, Miami-Dade and Palm Beach Counties**

1. To be considered for any points for Proximity to Services and to determine whether the Mandatory Distance Requirement has been met (if not eligible for automatic qualification), as outlined in Section Four A.5. of the RFA, the Applicant must provide the following Surveyor Certification form.
2. For Applications that are not eligible for automatic points, in order to be considered for points for Local Government Contributions, as outlined in Section Four A.8. of the RFA, the Applicant must provide one or more of the following Local Government Verification of Contribution forms.



**2013 SURVEYOR CERTIFICATION FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

<b>State the Development Location Point.<sup>2</sup></b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
--	--------------------	------------------	---	--------------------	------------------	---

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place.

**Transit Service** – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

	Latitude			Longitude		
<b>Public Bus Stop</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
<b>Public Bus Transfer Stop</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
<b>Public Bus Rapid Transit Stop</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
<b>SunRail Station, MetroRail Station, or TriRail Station</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						_____.____ Miles

**Community Services** - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

<b>Grocery Store:</b>	Latitude			Longitude		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						_____.____ Miles

Initials of Surveyor \_\_\_\_\_

2013 SURVEYOR CERTIFICATION FORM

<b>Public School:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:					_____ Miles	
<b>Medical Facility:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:					_____ Miles	
<b>Senior Center:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Senior Center is:					_____ Miles	
<b>Pharmacy:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:					_____ Miles	

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalties of perjury, I declare that the foregoing statement is true and correct.

\_\_\_\_\_  
Signature of Florida Licensed Surveyor

\_\_\_\_\_  
Florida License Number of Signatory

\_\_\_\_\_  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

## 2013 SURVEYOR CERTIFICATION FORM

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

<sup>1</sup>"Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See Rule 67-48.002, F.A.C.).

<sup>2</sup>"Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development (See Rule 67-48.002, F.A.C.).

<sup>3</sup>The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart																											
Service	Location where latitude and longitude coordinates must be obtained																										
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.																										
Transit Services	<p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For SunRail Rail Stations, coordinates must represent either the location where passengers may embark and disembark the train or the coordinates listed below:</p> <table border="1"> <thead> <tr> <th>Station Name</th> <th>Latitude/Longitude Coordinates</th> </tr> </thead> <tbody> <tr> <td>Altamonte Springs Station</td> <td>N 28 39 50.1, W 81 21 23.4</td> </tr> <tr> <td>Church Street Station</td> <td>N 28 32 20.3, W 81 22 50.6</td> </tr> <tr> <td>DeBary Station</td> <td>N 28 51 20.3, W 81 19 24.1</td> </tr> <tr> <td>Florida Hospital Station</td> <td>N 28 34 21.8, W 81 22 17.4</td> </tr> <tr> <td>Lake Mary Station</td> <td>N 28 45 31.8, W 81 19 04.3</td> </tr> <tr> <td>LYNX Central Station</td> <td>N 28 32 52.2, W 81 22 51.0</td> </tr> <tr> <td>Longwood Station</td> <td>N 28 42 04.1, W 81 20 43.4</td> </tr> <tr> <td>Maitland Station</td> <td>N 28 38 03.7, W 81 21 44.7</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>N 28 31 39.5, W 81 22 55.6</td> </tr> <tr> <td>Sand Lake Road Station</td> <td>N 28 27 11.3, W 81 22 1.0</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>N 28 48 49.8, W 81 17 56.9</td> </tr> <tr> <td>Winter Park/Park Ave Station</td> <td>N 28 35 51.5, W 81 21 6.0</td> </tr> </tbody> </table>	Station Name	Latitude/Longitude Coordinates	Altamonte Springs Station	N 28 39 50.1, W 81 21 23.4	Church Street Station	N 28 32 20.3, W 81 22 50.6	DeBary Station	N 28 51 20.3, W 81 19 24.1	Florida Hospital Station	N 28 34 21.8, W 81 22 17.4	Lake Mary Station	N 28 45 31.8, W 81 19 04.3	LYNX Central Station	N 28 32 52.2, W 81 22 51.0	Longwood Station	N 28 42 04.1, W 81 20 43.4	Maitland Station	N 28 38 03.7, W 81 21 44.7	Orlando Amtrak/ORMC Station	N 28 31 39.5, W 81 22 55.6	Sand Lake Road Station	N 28 27 11.3, W 81 22 1.0	Sanford/SR46 Station	N 28 48 49.8, W 81 17 56.9	Winter Park/Park Ave Station	N 28 35 51.5, W 81 21 6.0
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If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location. However, there are no other instances in which an Applicant may use identical coordinates or the same location for any other combination of Transit or Community Services.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_ committed  
(Name of City or County)

\$ \_\_\_\_\_ as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: \_\_\_\_\_  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_, pursuant to  
(Name of City or County)

\_\_\_\_\_, waived the following fees: \_\_\_\_\_  
(Reference Official Action, cite Ordinance or Resolution Number and Date)

Amount of Fee Waiver: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Waivers that are not specifically made for the benefit of this Development but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other fees are levied by a local jurisdiction for ANY type of development DOES NOT constitute a "Local Government Contribution" to the proposed Development. Similarly, if such fees ARE levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this form, no "Local Government Contribution" exists and no points will be awarded.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_, committed  
(Name of City or County)

\$ \_\_\_\_\_ (which may be used as a Non-Corporation Funding Proposal in the Application if it meets the  
(loan amount)

required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE DEFERRAL FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_ committed to  
(Name of City or County)

defer \$ \_\_\_\_\_ in fees for the proposed Development referenced above.  
(amount of fee deferral)

The net present value of the above-referenced fee deferral, based on its payment stream, inclusive of a reduced interest rate and designated discount rate (as stated in the applicable RFA) is: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the fee deferral. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this fee deferral is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**Exhibit C to RFA 2013-003 - Affordable Housing Developments located in  
Broward, Miami-Dade and Palm Beach Counties**

**1. Elderly Demographic Commitment Requirements:**

In order for a proposed Development to qualify for the Elderly Demographic (ALF or non-ALF), the Development must meet the following requirements:

a. The total number of units is limited as follows:

(1) Non-ALF Developments

- (a) Limitation of 160 total units for Developments located in Palm Beach County with a Development Category at question 4.c. of Exhibit A of the RFA of (i) New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) Rehabilitation or Acquisition and Rehabilitation that does not constitute an existing, occupied housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline;
- (b) Limitation of 200 total units for Developments located in Broward County and Miami-Dade County with a Development Category at question 4.c. of Exhibit A of the RFA of (i) New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) Rehabilitation or Acquisition and Rehabilitation that does not constitute an existing, occupied housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline;
- (c) There is no total unit limitation for Developments, regardless of their location, with a Development Category at question 4.c. of Exhibit A of the RFA of Rehabilitation or Acquisition and Rehabilitation of an existing, occupied housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline.

(2) ALF Developments may not consist of more than 100 total units.

- b. The Applicant understands, acknowledges and agrees that it will comply with the Federal Fair Housing Act requirements and rent at least 80 percent of the total units to residents that qualify as Elderly pursuant to that Act. Further, the Applicant understands, acknowledges and agrees that all such units are subject to the income restrictions committed to in the Set-Aside Commitment section of this Application.
- c. For a non-ALF Development, the following requirements will apply: (i) if the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 4.c. of Exhibit A of the RFA, at least 50 percent of the total units must be comprised of one-bedroom or less (i.e., one-bedroom units or efficiency/studio/zero bedroom units or a combination these types of units), and no more than 15 percent of the total units can be larger than 2 bedroom units; or (ii) if the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 4.c. of Exhibit A of the RFA, at least 50 percent of the total units must be comprised of one-bedroom units and no more than 15 percent of the total units can be larger than 2 bedroom units.



For an ALF Development, at least 90 percent of the total units must be comprised of units no larger than one-bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy.

- d. A minimum of one elevator per residential building must be provided for all proposed Developments with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment that consist of more than one story if any of the Elderly set-aside units will be located on a floor higher than the first floor.

**2. Applicant Requirements:**

The Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will require Board approval prior to the change. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require Board approval, but the Corporation must still be notified in writing of the change. The Applicant entity may be changed without Board approval after a Final Housing Credit Allocation Agreement has been approved and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity prior to the execution of a Carryover Allocation Agreement or without Board approval prior to the approval of the Final Housing Credit Allocation Agreement and issuance of the IRS Forms 8609 will result in a disqualification from receiving funding and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership or member of a limited liability company owning the syndicating interest therein will not result in disqualification.

**3. Principal Disclosures for Applicants and Each Developer**

The Corporation is providing the following charts and examples to assist the Applicant in providing the required list identifying the Principals for the Applicant and for each Developer. The term Principals is defined in Section 67-48.002, F.A.C.

a. Charts:

(1) For the Applicant:

(a) If the Applicant is a Limited Partnership:

Identify All General Partners	and	Identify All Limited Partners
-------------------------------	-----	-------------------------------

and

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and

Identify each Shareholder
---------------------------

and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Applicant is a Limited Liability Company:

Identify All Managers	and	Identify All Members
-----------------------	-----	----------------------

and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Applicant is a Corporation:

Identify All Officers	and	Identify All Directors	and	Identify All Shareholders
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and

For each Shareholder that is a Limited Partnership:	for each Shareholder that is a Limited Liability Company:	For each Shareholder that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and

Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(2) For Each Developer:

(a) If the Developer is a Limited Partnership:

Identify All General Partners	and	Identify All Limited Partners
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and

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Developer is a Limited Liability Company:

Identify All Managers	and	Identify All Members
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and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and

Identify each Limited Partner		Identify each Member		Identify each Director
				and
				Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Developer is a Corporation:

Identify All Officers	and	Identify All Directors	and	Identify All Shareholders
-----------------------	-----	------------------------	-----	---------------------------

and

For each Shareholder that is a Limited Partnership:		for each Shareholder that is a Limited Liability Company:		For each Shareholder that is a Corporation:
Identify each General Partner		Identify each Manager		Identify each Officer
and		and		and
Identify each Limited Partner		Identify each Member		Identify each Director
				and
				Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

b. Examples:

➤ Example No. 1:

Applicant or Developer: Acme Properties, LLC

Sole Member/Manager: ABC, LLC

Manager: Amy Smith

Sole Member: Patty Jones

➤ Example No. 2:

Applicant or Developer: Acme Builders, LLC

Manager: Acme Management Co, Inc.

Officers: Peter Smith, President/CEO  
Fred Jones, Vice President  
Patty Jones, Vice President  
Bob Brown, Secretary  
Amy Smith, Treasurer

Directors: Peter Smith  
Fred Jones  
Patty Jones

Shareholders: Fred Jones  
Patty Jones  
Bob Brown  
Amy Smith

Member: Adam Jones

Member: Amy Smith

➤ Example No. 3:

Applicant or Developer: Acme Properties, Ltd.

Managing General Partner: ABC, Ltd.  
General Partner: XYZ, Inc.  
Limited Partner Fred Jones

Co-General Partner: Acme Homes 3, LLC  
Sole Manager/Member: Peter Smith

Co-General Partner: ABC, LLC  
Manager: Adam Jones  
Manager: Peter Smith  
Member: XYZ, LLC  
Member: Adam Jones  
Member: Peter Smith

Limited Partner: Acme Homes Contractors, Inc.  
Officers: Fred Jones, President  
Bob Brown, Vice President  
Patty Jones, Secretary/  
Treasurer  
Directors: Fred Jones  
Bob Brown  
Patty Jones  
Shareholders: Fred Jones  
Bob Brown  
Peter Smith  
Patty Jones  
Adam Jones

**4. Required Construction Features and Amenities:**

a. All Applicants will be required to provide the following General Features and Accessibility, Universal Design and Visitability Features:

(1) The following General Features must be provided for all proposed Developments:

- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Full-size range and oven in all units;
- At least two full bathrooms in all 3 bedroom or larger new construction units; and
- Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units.

(2) Accessibility, Universal Design and Visitability Features:

(a) All units of the proposed Development must meet all federal requirements and state building code requirements, including the following:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

For purposes of the Housing Credit Program, a Housing Credit allocation shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 for all Housing Credit Developments.

(b) All new construction units that are located on an accessible route must have the following features and all rehabilitation units that are located on an accessible route must include as many of the following features as are structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process:

- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level;
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist;
- Minimum of 60 inches diameter of unobstructed space in living room and one bedroom in order to provide adequate maneuvering and turning space for a person using a wheelchair or walker. This requirement means that 60 inches in diameter of unobstructed space shall be free of hard-constructed features and/or fixtures and does not apply to resident furnishings or possessions; and
- Clear floor space of at least 30 inches x 48 inches outside swing of door as it is closed shall be provided at bathtub/shower fixtures. This clear floor space allows space for a parallel approach to the bathtub, as well as access for transferring into and out of the bathtub.

b. All new construction units must include the following General Features and Green Building Features:

(1) General Features in all Family Demographic Developments:

Provide reinforced walls for future installation of grab bars that meet or exceed 2010 ADA Standards for Accessible Design around each tub/shower unit in each dwelling unit. At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(2) Green Building Features in all Family and Elderly Demographic Developments:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Water heating minimum efficiency specifications (choose gas, electric, gas tankless, or boiler/hot water maker):
  - Gas:
    - 30 gal = .63 EF; or
    - 40 gal = .61 EF; or
    - 50 gal = .59 EF; or
    - 60 gal = .57 EF; or
    - 70 gal = .55 EF; or
    - 80 gal = .53 EF; or
  - Electric:
    - 30 gal = .94 EF; or
    - 40 gal = .93 EF; or
    - 50 gal = .92 EF; or
    - 60 gal = .91 EF; or
    - 70 gal = .90 EF; or
    - 80 gal = .89 EF; or
  - Tankless gas water heater: minimum .80 EF; or
  - Boiler or hot water maker:
    - < 300,000 Btu/h: 85% Et (thermal efficiency); or
    - 300,000 Btu/h or higher: 80% Et;
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning minimum efficiency specifications (choose in-unit or commercial):
  - In-unit air conditioning: minimum 14 SEER; or
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - >65-135 KBtuh: 11.3 EER/11.5 IPLV; or
    - >135-240 KBtuh: 11.0 EER/11.5 IPLV; or

- >240 KBtuh: 10.6 EER/11.2 IPLV.

c. All rehabilitation units must include the following General Features, Required Green Building Features and Additional Green Building Features:

(1) General Features in all Family Demographic Developments:

Provide reinforced walls for future installation of grab bars that meet or exceed 2010 ADA Standards for Accessible Design around each tub/shower unit in each dwelling unit. At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(2) Required Green Building Features in all Family and Elderly Demographic Developments:

All rehabilitation units must include as many of the following required Green Building features as are structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process.

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Water heating minimum efficiency specifications (choose gas, electric, gas tankless, or boiler/hot water maker):
  - Gas:
    - 30 gal = .63 EF; or
    - 40 gal = .61 EF; or
    - 50 gal = .59 EF; or
    - 60 gal = .57 EF; or
    - 70 gal = .55 EF; or
    - 80 gal = .53 EF; or
  - Electric:
    - 30 gal = .94 EF; or
    - 40 gal = .93 EF; or
    - 50 gal = .92 EF; or
    - 60 gal = .91 EF; or
    - 70 gal = .90 EF; or
    - 80 gal = .89 EF; or



- Tankless gas water heater: minimum .80 EF; or
- Boiler or hot water maker:
  - < 300,000 Btu/h: 85% Et (thermal efficiency); or
  - 300,000 Btu/h or higher: 80% Et;
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (choose in-unit or commercial):
  - In-unit air conditioning: minimum 14 SEER; or
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - >65-135 KBtuh: 11.3 EER/11.5 IPLV; or
    - >135-240 KBtuh: 11.0 EER/11.5 IPLV; or
    - >240 KBtuh: 10.6 EER/11.2 IPLV;
- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope;
- Seal and insulate heating and cooling system ducts with mastic or metal backed tape.

(3) Additional Green Building Features in all Family and Elderly Demographic Developments:

In addition to the Required Green Building Features outlined in (1) above, the Applicant must commit to provide enough of the following Additional Green Building Features to achieve a total point value of at least 10 points. The Applicant will be required to commit to the specific Additional Green Building features during credit underwriting and may select at that time the desired features, provided that the total point value equals or exceeds 10 points.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free, material certified by the Forest Stewardship Council (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 100% recycled content tile, and/or natural linoleum (3 points)
- Energy Star rating for all windows in each unit (3 points)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*Applicant may choose only one option related to Energy Star qualified roofing

- d. In addition to the required features outlined in a. through c. above, all Applications with the Elderly Demographic must also provide the following in all units (new construction units and rehabilitation units):

- (1) Fifteen (15) percent of the new construction units must have roll-in showers. Five percent of the overall requirement for roll-in showers may be met with walk-in type shower stalls with

permanently affixed seats which meet or exceed the federal 2010 ADA Standards for Accessible Design.

(2) In all of the new construction units and in as many of the rehabilitation units as is structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process:

- Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
  - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.1.
  - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.2.
  - If a roll-in shower is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 608.3.2;
- Reinforced walls for future installation of horizontal grab bars in place around each toilet, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);
- Roll-out shelving or drawers in all bottom bathroom vanity cabinets;
- Adjustable shelving in master bedroom closets (must be adjustable by resident); and
- In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides.

e. All Applications with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment must commit to achieve one of the following Green Building Certification programs:

- Leadership in Energy and Environmental Design (LEED);
- Florida Green Building Coalition (FGBC); or
- ICC 700 National Green Building Standard (NGBS).

#### **5. Required Resident Programs:**

a. Applications with the Family Demographic must commit to provide at least three (3) of the following resident programs outlined below. The Applicant will make the actual selection of the specific programs during the credit underwriting process.

- (1) After School Program for Children – This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.
- (2) Literacy Training- Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(3) Employment Assistance Program – Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must include, but not be limited to, the following:

- Evaluation of current job skills;
- Assistance in setting job goals;
- Assistance in development of and regular review/update of individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

(4) Family Support Coordinator - The Applicant must provide a Family Support Coordinator at no cost to the resident. The Family Support Coordinator shall assist residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency. Responsibilities shall include linking residents with public and private resources in the community to provide needed assistance, develop and oversee on-site programs and activities based on the needs and interests of residents, and support residents in organizing group activities to build community and to address and solve problems such as crime and drug activity. The duties of the Family Support Coordinator shall not be performed by property management staff. The Coordinator shall be on-site and available to residents at least 20 hours per week, within the hours of 9 a.m. and 8 p.m. The Coordinator may be an employee of the Development or, through an agreement, an employee of a third party agency or organization that provides these services.

b. Application with the Elderly Demographic:

(1) All Applicants with the Elderly Demographic must commit to provide the following resident program:

Staff On-Site 24 Hours Per Day -

Applicant must provide staff on the Development's premises at all times who will be available and accessible to the residents 24 hours per day, seven days per week, at no cost to the resident. The on-site staff shall be available at all times to receive calls from residents and help determine the approach to address the issue. The Development's owner or designated manager shall develop and implement policies and procedures for staff receiving a resident call and how staff shall assess and manage the call based on a resident's request and/or need. These policies and procedures shall describe the process for ensuring that staffing is adequate to address the 24-hour on-site requirement, including the following:

- staff vacation;
- other staff absences;
- staff temporarily unavailable on site for a short length of time;
- how staff shall manage a resident call when staff is temporarily off-site;
- maximum response time of the staff to a resident call, including response time when staff must be temporarily off-site.

Residents shall be informed of the Resident Program at move-in and via a written notice(s) clearly displayed in the Development's common or public spaces. If the Development consists of Scattered Sites, staff must, at a minimum, be on the Scattered Site with the most units 24 hours a day, 7 days a week. Although the Scattered Sites Development staff may be located only on the Scattered Site with the most units, they must be available to and provide the same resident program services to all the Development's residents.

(2) All non-ALF Developments must select at least three (3) of the following resident programs:

- (a) Literacy Training – Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (b) Computer Training – The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (c) Daily Activities – Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (d) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry – The Applicant or its Management Company must provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six (6) months.
- (e) Resident Assurance Check-In Program – Applicant commits to provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

(3) All ALF Developments must provide the following resident programs:

- (a) Medication Administration – The Applicant or its Management Company shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider's order or prescription label.
- (b) Services for Persons with Alzheimer's Disease and Other Related Disorders – The Applicant or its Management Company shall advertise and provide supervision and

services to persons with Alzheimer’s disease and other related disorders that are specific to each affected resident and pursuant to ALF licensure requirements.

**6. Limited Development Areas (LDA):**

Use the following LDA Chart to determine whether the proposed Development qualifies as an LDA Development for purposes of this RFA.

**LDA Chart**

County	Demographic Category	Location Description
Miami-Dade	Family and Elderly	Beginning at the intersection of SW 264 <sup>th</sup> Street and SW 157 <sup>th</sup> Avenue, follow SW 264 <sup>th</sup> Street east to Biscayne Bay. Follow the Bay around the remaining southern portion of the county, then north to a point that is west of the intersection of SW 264 <sup>th</sup> Street and SW 157 <sup>th</sup> Avenue. Follow that point east to that intersection.
Palm Beach	Family and Elderly	5 mile radius around the following latitude/longitude coordinates: *N 26 43 8.4, W 80 5 7.7 (Malibu Bay) *N 26 35 11.4, W 80 5 0.6 (Marina Bay) *N 26 47 58.6, W 80 5 11.1 (Venetian Isles I) *N 26 48 3.3, W 80 5 6.4 (Venetian Isles II)  With the exception of 0.25 mile radius around each of the following latitude/longitude coordinates where all Demographics will be permitted:  N 26 42 44.3, W 80 03 44.2

\*These areas surround Guarantee Fund Developments. In the event that both the Guarantee Fund loan and any SMI loan for one of these Developments are paid off prior to the Application Deadline, the Corporation will treat the LDA restriction around that Development as if it was never included on the LDA chart and the LDA restriction related to that Guarantee Fund Development will no longer apply.

**7. ELI County Chart:**

ELI County Chart	
County	ELI Set-Aside AMI Level
Broward	30%
Miami-Dade	33%
Palm Beach	30%

**8. Total Development Cost Per Unit Limitation:**

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum amounts are provided on the TDC Per Unit Limitation chart set out below (the maximum TDC per unit exclusive of land costs, applying any applicable TDC multiplier) and will be tested during the scoring of the RFA, during the credit underwriting process, and during the final allocation process, as outlined below.

These TDC Per Unit Base Limitation amounts are effective from the Application Deadline through Final Cost Certification.

**Total Development Cost Per Unit Base Limitations**

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit exclusive of Land Costs	\$163,000	\$196,000	\$196,000	\$216,000	\$263,000	\$137,000	\$193,000

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High Rise (7 or more stories)

- a. Any Application that has an amount that exceeds these limitations will not be eligible to be considered for funding.
- b. Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations by more than 5 percent, taking into consideration an escalation factor for construction costs rising after the Application Deadline of either (i) 1.8 percent for any Applicant with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) 1.4 percent for any Applicant with the Development Category of Rehabilitation or Acquisition and Rehabilitation, and incorporating any applicable TDC reduction and adjustments processes provided below will receive a negative recommendation by the Credit Underwriter.

Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations, taking into consideration the applicable escalation factor outlined above, will require staff to review the credit underwriting report for compliance to the TDC reduction and adjustment procedure provided below:

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.16 and then multiply the result by 16 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- (2) Prior to determining any necessary adjustment, if the Developer fee initially stated by the Applicant or Credit Underwriter is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the

TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$500,000, or (c) 25 percent of the maximum allowable Developer fee. If after following this Developer fee limitation process, the TDC exclusive of land costs is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs that exceeds the limitation.

As a note, if the Developer fee in the credit underwriting report is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the credit underwriting report needs to be reduced to incorporate any adjustment as provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

For example:

An 85-unit development with a Development Category of New Construction and a Development Type of Garden Concrete reports a TDC of \$18,000,000, inclusive of a stated Developer fee of \$2,500,000, and exclusive of land at time of credit underwriting, and also prior to any adjustment:

***Calculate TDC Limitation for the Development and Maximum Allowable Developer fee***

- 1.(a) TDC Per Unit Base Limitation, inclusive of any applicable escalation factor:  
 $\$196,000 \text{ Per Unit} \times (1 + 1.8\%) = \$199,528 \text{ Per Unit.}$
- 1.(b) Determine TDC Limitation for the Development:  $\$199,528 \text{ Per Unit} \times 85 \text{ units} = \$16,959,880.$
- 1.(c) Implied maximum Development Cost per the limitation:  $\$16,959,880 \div 1.16 = \$14,620,586.$
- 1.(d) Determine maximum allowable Developer fee within the limitation (prior to any adjustment):  $\$14,620,586 \times 16\% = \$2,339,293.$

***First Developer fee/TDC adjustment Calculation Methodology (If necessary)***

- 2.(a)(i) Is the stated Developer fee greater than the maximum allowable?  $\$2,500,000 > \$2,339,293$ .
- 2.(a)(ii) If the response to 2.(a)(i) is yes, then determine the excess:  $\$2,500,000 - \$2,339,293 = \$160,707$  (excess Developer fee and excess TDC).
- 2.(b) Reduce the stated Developer fee to the lesser of maximum allowable or stated fee and reduce the stated TDC by an equal amount:  $\$2,500,000 - \$160,707 = \$2,339,293$ ;  $\$18,000,000 - \$160,707 = \$17,839,293$ .
- 2.(c) Determine if the TDC remains in excess of the limitation:  $\$17,839,293 - \$16,959,880 = \$879,413$ .
- 2.(d) Determine the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee, or (iii) 100% of the excess TDC:  $25\% \times \$2,339,293 = \$584,823$ ;  $\$500,000 < \$584,823 < \$879,413$ .
- 2.(e) Apply the lesser of 2(d) above to determine the Maximum allowable Developer fee, subject to the first adjustment:  $\$2,339,293 - \$500,000 = \$1,839,293$ .
- 2.(f) TDC reduction due to Developer fee adjustment:  $\$17,839,293 - \$500,000 = \$17,339,293$ .

(As a note, this TDC is still greater than the TDC Per Unit Base Limitation, inclusive of any applicable upward adjust so an additional Developer fee adjustment will need to be calculated.)

***Second Developer fee/TDC adjustment Calculation Methodology (If necessary)***

- 3.(a) The percentage the TDC without land (as adjusted above for first adjustment) that exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor:  $\$17,339,293 - \$16,959,880 = \$379,413$ ;  $\$379,413 \div \$16,959,880 = 2.24\%$ .
  - 3.(b) Additional adjustment:  $2.24\% \times \$1,839,293 = \$41,147$ .
  - 3.(c) Final maximum Developer fee, after adjustments:  $\$1,839,293 - \$41,147 = \$1,798,146$
  - 3.(d) Final adjusted TDC at time of credit underwriting:  $\$17,339,293 - \$41,147 = \$17,298,146$ .
  - 3.(e) Verify status of the 5% variance test:  $(\$17,298,146 - \$16,959,880) / \$16,959,880 = 2.0\%$ , which falls under criteria of being less than or equal to 5% above of the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- c. Any Applicant that presents a Final Cost Certification Application (FCCA) that has amounts that exceed the TDC Per Unit Base Limitation, subject to an escalation factor of either (i) 1.8 percent for any Applicant with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) 1.4 percent for any Applicant with the Development Category of Rehabilitation or Acquisition and Rehabilitation, will require staff to review the FCCA for compliance to the procedure provided below. If the Development has already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and the TDC without land in the FCCA exceeds the TDC without land provided in the credit underwriting report, then the Developer fee will have an additional adjustment to be incorporated as provided in (4) below.



- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.16 and then multiply the result by 16 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- (2) Prior to determining any necessary adjustment, if the Developer fee initially stated by the FCCA is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$250,000, or (c) 10 percent of the maximum allowable Developer fee. If after following this Developer fee limitation process, the TDC exclusive of land costs is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land costs (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs (as adjusted above) exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs that exceeds the limitation.

As a note, if the Developer fee in the FCCA is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in

the FCCA needs to be reduced to incorporate any penalties provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

- (4) For those Developments that have already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and whose TDC without land in the FCCA exceeds the TDC without land provided in the credit underwriting report, the allowable Developer fee will incorporate an additional adjustment. This additional Developer fee adjustment will be the lesser of (a) the difference between the amount of TDC exclusive of land costs as reported in the FCCA that is in excess of the TDC exclusive of land costs provided in the credit underwriting report, (b) \$250,000, or (c) 10 percent of the allowable Developer fee reported in the credit underwriting report. If the Developer fee in the FCCA is already equal to or less than the allowable Developer fee as determined with the incorporation of this additional Developer fee adjustment, then neither the Developer fee nor the TDC is further reduced.

For example:

Assuming the Development in the example provided in 8.b. above provides a FCCA with a TDC exclusive of land costs of \$500,000 higher than the TDC exclusive of land costs provided in the credit underwriting report, but the Developer fee is the same as provided in the credit underwriting report of \$1,798,146. The additional Developer fee adjustment will be the lesser of (a) \$500,000 (the new excess costs), (b) \$250,000 (the maximum dollar limit of this additional Developer fee adjustment), or (c) \$179,814 (10% of the allowable Developer fee reported in the credit underwriting report).

Since (c) is the lowest of the three options, the allowable Developer fee and the TDC will both be lowered by \$179,814. The allowable Developer fee will be \$1,618,332 (the allowable Developer fee reported in the credit underwriting report of \$1,798,146, less the adjustment of \$179,814). The TDC exclusive of land costs in the FCCA would be adjusted to \$17,618,332 (\$17,298,146 from the credit underwriting report plus \$500,000 of new additional costs less \$179,814 for the reduction in allowable Developer fee).

\*These figures represent the applicable Developer fee percentage for the Development (16%) and one plus the applicable Developer fee percentage for the Development (1+16%).

## **9. Leveraging Classification:**

Each eligible Application's Leveraging Classification will be determined as follows:

- a. Calculating the Set-Aside Units:

The total number of set-aside units for each Application will be computed by multiplying the total number of units within the proposed Development by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.

- b. The Corporation will first calculate the Total Corporation Funding Per Set-Aside Unit by multiplying (1) by (2) below:

- (1) If the Development is not located in a HUD designated HCA, the Eligible Housing Credit Request Amount will be multiplied by 9.0. If the Development is located in a HUD

designated HCA, the Eligible Housing Credit Request Amount will be multiplied by 9.0 and that product will be divided by 1.3.

(2) The total Corporation funding amount may be further adjusted as outlined below. NOTE: If a proposed Development meets all of the requirements of both (a) and (c), the total Corporation funding amount will be multiplied by 0.65. If a proposed Development meets all of the requirements of both (b) and (c), the total Corporation funding amount will be multiplied by 0.785.

(a) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.65:

- Applicant selected the High-Rise Development Type, and
- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.

or

(b) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.785:

- Applicant selected the Mid-Rise with Elevator (a building comprised of 5 or 6 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.

or

(c) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.865:

- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment, and
- The proposed Development met the requirements to be considered concrete construction.

(3) The eligible Applications will be divided into two (2) lists: the "New Construction List" consisting of the eligible Applications with the Development Category of New Construction, Redevelopment, and Acquisition and Redevelopment, and the "Rehabilitation List" consisting of the eligible Applications with the Development Category of Rehabilitation and Acquisition and Rehabilitation.

(a) The New Construction List will be compiled as follows:

The total number of Applications on the New Construction List will be multiplied by 90 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the "New Construction A/B Cut-Off"). A line will be drawn below the Application whose place on the list is equal to the New Construction A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the New Construction A/B Cut-Off will be classified as Group A and Applications below the New Construction A/B Cut-Off will be classified as Group B.

(b) The Rehabilitation List will be compiled as follows:

The total number of Applications on the Rehabilitation List will be multiplied by 90 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the "Rehabilitation A/B Cut-Off"). A line will be drawn below the Application whose place on the list is equal to the Rehabilitation A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the Rehabilitation A/B Cut-Off will be classified as Group A and Applications below the Rehabilitation A/B Cut-Off will be classified as Group B.

The New Construction List and the Rehabilitation List will then be merged to form one list.

#### **10. Florida Job Creation Preference:**

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Preference. To determine eligibility for the preference, the Corporation will calculate the Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of Housing Credit Allocation. Only Applications with a score equal to or greater than 100 will qualify for the Florida Job Creation Preference in Section Four B of the RFA.

Determination of the Florida Job Creation score will be based on the following information:

- The number of new construction and/or rehabilitation units committed to by the Applicant (as stated by the Applicant at question 4.e. of Exhibit A of the RFP);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.376 Florida Jobs per Unit for proposed new construction units;
  - Rate of 1.534 Florida Jobs per Unit for proposed rehabilitation units; and
- The Eligible Housing Credit Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of Housing Credit Allocation will be measured using one of the following calculations:

a. Developments consisting of only new construction units:

Number of new construction units x 3.376 Florida Jobs per Unit x 1,000,000 / Eligible Housing Credit Request Amount = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application A consists of 80 new construction units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$$80 \times 3.376 \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 180.053.$$

b. Developments consisting of only rehabilitation units:

Number of rehabilitation units x 1.534 Florida Jobs per Unit x 1,000,000 / Eligible Housing Credit Request Amount = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application B consists of 80 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$$80 \times 1.534 \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 81.813.$$

c. Developments consisting of both new construction units and rehabilitation units:

(Number of new construction units x 3.376 Florida Jobs per Unit + number of rehabilitation units x 1.534 Florida Jobs per Unit) x 1,000,000 / Eligible Housing Credit Request Amount = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application C consists of 56 new construction units and 24 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$$[(56 \times 3.376) + (24 \times 1.534)] \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 150.581.$$

In above examples, Application B will not qualify for the Job Creation Preference because it has a Florida Job Creation score that is less than 100. Applications A and C will both qualify for the Florida Job Creation Preference because each has a Florida Job Creation score that is at least 100. If Applications A and C receive an equal amount of total points and also receive the Per Unit Construction Funding Preference and identical Leveraging Classifications, the Application with the lower lottery number will be listed with a higher funding preference.

## 11. Fees:

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with the HC Program. Failure to pay any fee shall cause the allocation to be withdrawn as outlined in the Carryover Allocation Agreement and the credit underwriting and program requirements outlined in Rule Chapter 67-48, F.A.C.

a. Application Fee:

All Applicants requesting HC shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.00.

b. Credit Underwriting Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

(1) Initial HC fee: \$11,341

(2) Re-underwriting fee: \$165 per hour, not to exceed \$7,307

If a Housing Credit Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All Credit Underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

c. Administrative Fees:

With respect to the HC Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 8 percent of the annual Housing Credit Allocation amount stated in the Preliminary Allocation. The administrative fee shall be 5 percent of the stated annual Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation. In the event the Final Housing Credit Allocation amount exceeds the annual Housing Credit Allocation amount stated in the Preliminary Allocation, the Applicant is responsible for paying the applicable administrative fee on the excess amount before IRS Forms 8609 are issued for the Development.

d. Compliance Monitoring Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Compliance Monitor(s).

(1) Pre-final allocation compliance monitoring fee comprised of a base fee of \$1,848 + an additional fee per set-aside unit of \$9.42, subject to a minimum of \$2,880, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

(2) Annual HC compliance monitoring fee –

Annual fee to be comprised of a base fee of \$154 per month + an additional fee per set-aside unit of \$9.42 per year, subject to a minimum of \$240 per month, and subject to adjustments annually, but not decreased, based on the South Region Consumer Price Index for the twelve month period ending each November 30<sup>th</sup>, which this automatic increase shall not exceed 3 percent of the prior year's fee, for the full Housing Credit Extended Use Period collected at final allocation based on a quarterly payment stream discounted at a rate of 2 percent.

(3) RD Developments - \$450 per Development for the full Housing Credit Extended Use Period collected at final allocation based on a quarterly payment stream discounted at a rate of 2 percent. Upon prepayment or repayment of the RD loan, the previously identified RD Development will be identified as a non-RD Development and the annual compliance monitoring fee will be adjusted accordingly.

If during any year subsequent to the Final Housing Credit Allocation, there is a fee increase based on the Consumer Price Index, as stipulated in the current contract for services between the Corporation and the Compliance Monitor(s) or upon prepayment or repayment of the RD loan, the additional fee will be billed directly to the Development.

(4) Follow-up Review - \$165 per hour.

e. Construction Inspection Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be based on the current contract and any addendum for services between the Corporation and the Servicer(s).

On-site construction inspection - \$165 per hour, not to exceed \$1,639 per inspection.

f. Additional HC Fees:

(1) If the Applicant requests permission to return its HC allocation and receive a new HC allocation and such request is approved, whether by the Executive Director in accordance with the QAP or as approved by the Board, the Applicant will be charged a nonrefundable processing fee of \$15,000 per request.

(2) HC Applicants shall be responsible for all processing fees related to the HC Program.

**12. Identity of Remaining Members of Development Team:**

Within 7 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:

- a. Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
- b. Identify the Management Company by providing the completed and executed 2013 Florida Housing Finance Corporation Management Company or Principal of Management Company General Management Experience Certification form.
- c. Identify the General Contractor by providing the completed and executed 2013 Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form.
- d. Identify the Architect by providing the completed and executed 2013 Florida Housing Finance Corporation Architect Certification form.
- e. Identify the Attorney by providing the completed and executed 2013 Florida Housing Finance Corporation Attorney Certification for Housing Credits form.
- f. Identify the Accountant by providing the completed and executed 2013 Florida Housing Finance Corporation certification of Accountant form.

The verification forms referenced in Items a. through f. above are available on the Corporation's Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=80](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80).

### 13. Certification of Ability to Proceed:

Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:

- a. Submission of the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form.
- b. Submission of the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use regulations form or the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form, as applicable.
- c. Evidence from the Local Government or service provider, as applicable, of the availability of infrastructure as of Application Deadline, as follows:
  - (1) Electricity: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that electricity service is available to the proposed Development as of the Application Deadline.
  - (2) Water: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that water service is available to the proposed Development as of the Application Deadline.
  - (3) Sewer: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that sewer service is available to the proposed Development as of the Application Deadline.
  - (4) Roads: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form or a letter from the Local Government which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that Roads are available to the proposed Development as of the Application Deadline.
- d. Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and executed 2013 Florida Housing Finance Corporation Verification of environmental Safety Phase II Environmental Site Assessment form.

The verification forms referenced in Items a. through d. above are available on the Corporation's Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=80](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80) .





# Exhibit B

**Housing Application for:**

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**2401 PLAZA**

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**Applicant: 2401 NW, LLC  
135 San Lorenzo Avenue - Suite 820  
Coral Gables, Florida 33146**

**REQUEST FOR APPLICATIONS  
RFA 2013-003**

**SUBMITTED TO:  
Mr. Ken Reecy  
Director of Multifamily Programs**

**FLORIDA HOUSING FINANCE CORPORATION  
227 NORTH BRONOUGH STREET  
SUITE 5000  
TALLAHASSEE, FL 32301**

**NOVEMBER 12, 2013**

**COPY**

2014-183C

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## Exhibit A to RFA 2013-003 - Affordable Housing Developments located in Broward, Miami-Dade and Palm Beach Counties

### 1. Demographic Commitment:

The Applicant must select one Demographic Category:

a.  Family

b. Elderly - Indicate the type of Elderly Development:

Elderly ALF

Elderly non-ALF

### 2. Applicant Information:

a. The Applicant must state the name of the Applicant: 2401 NW, LLC

b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as Attachment 1.

c. Is the Applicant applying as a Non-Profit organization?

Yes

No

If "Yes", in order to be considered to be a Non-Profit entity, the Applicant must answer the following questions and provide the required information.

(1) Provide the following information for each Non-Profit entity as Attachment 2:

(a) Attorney opinion letter;

(b) IRS determination letter;

(c) The description/explanation of the role of the Non-Profit entity;

(d) The names and addresses of the members of the governing board of the Non-Profit entity; and

(e) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

(a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes

No

If "No", is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes

No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes

No

(c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

Yes

No

If "Yes", state the percentage owned in the general partnership or managing member interest: %

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- (d) Percentage of Developer's fee that will go to the Non-Profit entity: %
- (e) Year Non-Profit entity was incorporated: (yyyy)
- (f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?
  - Yes
  - No

If "Yes", state name of the for-profit entity:

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as Attachment 3.

e. Contact Person for this Application:

First Name: Eugenia

Middle Initial:

Last Name: Anderson

Street Address: 135 San Lorenzo Avenue - Suite 820

City: Coral Gables

State: Florida

Zip: 33146

Telephone: (786) 253-9985

Facsimile: (305) 221-5321

E-Mail Address: ga@glbaltardp.com

Relationship to Applicant: Principal of the Managing Member of the Developer & of the Applicant

### 3. Developer Information:

a. The Applicant must state the name of each Developer (including all co-Developers):

Gibraltar 2401 Developers, LLC

b. For each Developer entity listed in question 3.a. above (that is not a natural person), the Applicant must provide, as Attachment 4, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

c. General Developer Experience:

For each experienced Developer entity, the Applicant must provide, as Attachment 4, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

### 4. General Development Information:

a. The Applicant must state the name of the proposed Development: 2401 Plaza

b. Location of Development Site:

(1) The Applicant must indicate the County: Miami-Dade

(2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

2401 NW 17th Avenue, Miami, Florida

c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

(1) The Applicant must select one applicable Development Category and provide the required information as Attachment 5: New Construction

(2) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation, the following information must

be provided:

(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the buildings(s) being rehabilitated: \$ .

(b) Are any of the existing units currently occupied?

Yes

No

(c) Was the existing building(s) to be rehabilitated (i) originally built in 1994 or earlier, (ii) was either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, or either has PBRA or is public housing assisted through ACC, and (iii) the proposed Development did not close on funding from HUD or RD after 1994 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes

No

(3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes

No

d. The Applicant must select one applicable Development Type: High-Rise (a building comprised of 7 or more stories)

e. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: 90

(2) The Applicant must select the applicable item below:

(a)  Proposed Development consists of 100% new construction units

(b)  Proposed Development consists of 100% rehabilitation units

(c)  Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

new construction units:

rehabilitation units:

## 5. Proximity:

In order to be considered for any points, the Applicant must provide an acceptable Surveyor Certification form as Attachment 6. The form must reflect the Development Location Point and Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 5.b. below) and Community Services for which the Applicant is seeking points.

a. PHA Proximity Point Boost:

Are all of the units in the proposed Development located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD?

Yes

No

If "Yes", in order to be eligible for the PHA Proximity Point Boost, the Applicant must provide the required letter as Attachment 6, as outlined in Section Four A.5.b.(1) of the RFA.

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic at question 1 above, does the Applicant commit to provide private transportation, as outlined in Section Four A.5.c.(1)(a), as its Transit Service?

Yes

No

c. Mandatory Distance Requirement:

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For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the FHFC Development Proximity List, indicate which of the following applies to this Application. The Applicant must make one selection. Applicants that are eligible to select (1) or (2) below will be eligible for the automatic qualification for the Mandatory Distance Requirement. Applicants not eligible for the automatic qualification for the Mandatory Distance Requirement should select (3) below and follow the instructions outlined in Section Four A.5.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement.

- (1)  The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 4.c.(1) of Exhibit A of the RFA, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside at least 30 percent of the total units for ELI on the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C of the RFA.
- (2)  The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 4.c.(1) of Exhibit A of the RFA and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside at least 30 percent of the total units for ELI on the Total Set-Aside Breakdown Chart at question 6.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C of the RFA.
- (3)  None of the above applies to this Application. If this item is selected by the Applicant, the following question must be answered:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

- Yes
- No

If "yes", the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.5.d. of the RFA):

Note: RA Levels are described in Section Four A.4.c.(2) of the RFA.

### 6. Set-Aside Commitments:

a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

The Total Set-Aside Breakdown Chart

Percentage of Residential Units	AMI Level
%	At or Below 25%
%	At or Below 28%
%	At or Below 30%
<u>10</u> %	At or Below 33%

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%	At or Below 35%
%	At or Below 40%
%	At or Below 45%
%	At or Below 50%
90 %	At or Below 60%
Total Set-Aside Percentage: 100 %	

**7. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as Attachment 7, as outlined at Section Four A.7. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**8. Local Government Contributions:**

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 4.c. above, (i.e., the Application is not eligible for automatic 5 points), has a Local Government committed to provide a contribution to the proposed Development?

- Yes
- No

If "Yes", in order to be considered for points for this section of the RFA, the Applicant must provide the following Local Government Verification of Contribution form(s) as Attachment 8, as applicable:

- a. Local Government Verification of Contribution – Grant Form;
- b. Local Government Verification of Contribution – Fee Waiver Form;
- c. Local Government Verification of Contribution – Loan Form; and/or
- d. Local Government Verification of Contribution – Fee Deferral Form.

**9. Funding:**

a. State the Applicant's Housing Credit Request Amount (annual amount): \$ 2,257,793

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a DDA, as defined in Section 42(d)(5)(B)(ii), IRC, as amended?

- Yes
- No

If "Yes", indicate which DDA: Miami-Dade

(b) If the proposed Development is not located in a DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

- Yes
- No

If "Yes", indicate the QCT Number: and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as Attachment 9.

(2) Multi-Phase Development:

If the answer to question (1)(a) and/or (1)(b) above is "Yes", indicate which of the following applies (question (2)(a), (2)(b) or (2)(d) below):



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If the answer to both questions (1)(a) and (1)(b) above is "No", indicate which of the following applies (question (2)(c) or (2)(d) below):

- (a)  The proposed Development is located in a HUD-designated DDA and/or QCT and is a phase of a multiphase Development, as defined in Section Four A.9.a.(1) of the RFA, where no phase was funded in the 2011 Universal Application Cycle.
- or
- (b)  The proposed Development is located in a HUD-designated DDA and/or QCT and is an additional phase of a multi-phase Development where a phase was funded in the 2011 Universal Application Cycle. Provide the required information regarding the previously funded phase(s) as Attachment 9.
- or
- (c)  The proposed Development is not located in a HUD-designated DDA or QCT, but it is an additional phase of a multi-phase Development where a phase was funded in the 2011 Universal Application Cycle. Provide the required information regarding the previously funded phase(s) as Attachment 9.
- or
- (d)  Neither (a), (b), nor (c) above applies to the proposed Development.

**b. Other Funding:**

(1) If a PLP loan has been awarded for this Development, provide the following information:

Corporation File #	Amount of Funding
	\$

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

Corporation Program	Corporation File No.	Amount of Funding
SAIL		\$
HOME - Rental		\$
MMRB		\$
EHCL		\$

(3) If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 514/516 Program, RD 515 Program, and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as Attachment 10 to Exhibit A.

- RD 514/516
- RD 515
- RD 538

**c. Finance Documents:**

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

**d. Non-Corporation Funding Proposals:**

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A beginning with Attachment 11 and continuing with sequentially numbered attachments for each additional funding source.

**e. Per Unit Construction Funding Preference:**

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.9.e. of the RFA?

- Yes
- No

## 10. Applicant Certification and Acknowledgement:

- a. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
- b. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - (1) Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (a) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), Management Company, General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 12 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
    - (b) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (c) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (d) The number of buildings with dwelling units; and
    - (e) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - (2) Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (a) Certification of the status of site plan approval as of Application Deadline and certification that as of Application Deadline the site is appropriately zoned for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
    - (b) Certification confirming the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
    - (c) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (d) Selection of any construction features and amenities, as required in Item 4 of Exhibit C of the RFA;
    - (e) Selection of resident programs, as required in Item 5 of Exhibit C of the RFA;
    - (f) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (i) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (ii) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
    - (g) For any Applicant that applied as a Non-Profit but was not considered to be a Non-Profit for purposes of the Non-Profit funding goal, the Applicant may submit any required materials to document its Non-Profit status in order to be eligible to qualify for the Non-Profit Administrative fee outlined in Item 11 of Exhibit C of the RFA;

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- (h) Confirmation that all features and amenities committed to and proposed by the Applicant shall be located on the Development site;
- (i) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both; and
- (j) Notification of the percentage of ownership of the Principals of the Applicant.

c. By submitting the Application, the Applicant acknowledges and certifies that:

- (1) The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
- (2) If the Elderly (ALF or non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the requirements for the applicable demographic commitment as outlined in Items 1, 4, and 5 of Exhibit C of the RFA;
- (3) The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect, as further outlined in Item 2 of Exhibit C of the RFA;
- (4) If the Applicant applies as a Non-Profit entity it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period;
- (5) The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;
- (6) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
- (7) During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 5 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program;
- (8) The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;
- (9) The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation;
- (10) The proposed Development will include all required construction features and amenities applicable to the Demographic selected, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features and amenities committed to by the Applicant is subject to approval of the Board of Directors;
- (11) The proposed Development will include all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors;

- (12) The proposed Development will include the required set-aside units (for ELI Households and Total Set-Aside Percentage). The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development;
  - (13) The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: In submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term;
  - (14) The Applicant's commitments will be included in the Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
  - (15) The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter; and
  - (16) The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- d. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
- e. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
- f. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
- g. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
- h. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
- i. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.
- j. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

Signature of Applicant 

Name (typed or printed): Eugenia Anderson

Title (typed or printed): Principal of Managing Member and of Applicant

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

NOTES:

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- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
- (2) If Housing Credit equity is being used as a source of financing, complete Columns 1 and 2. Otherwise, only complete Column 2.
- (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
- (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
- (5) The only Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction or Redevelopment and 15% for Development Category of Rehabilitation or Preservation.
- (6) Applicants using HC equity funding should list an estimated compliance fee amount in column 2.
- (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 Total
<b>DEVELOPMENT COSTS</b>			
<b>Actual Construction Costs</b>			
Accessory Buildings	_____	_____	\$0.00
Demolition	_____	_____	\$0.00
New Rental Units	\$12,483,848.00	\$600,520.00	\$13,084,368.00
*Off-site Work (explain in detail)	_____	\$100,000.00	\$100,000.00
Recreational Amenities	\$237,500.00	\$237,500.00	\$475,000.00
Rehab of Existing Common Areas	_____	_____	\$0.00
Rehab of Existing Rental Units	_____	_____	\$0.00
Site Work	_____	_____	\$0.00
*Other (explain in detail)	_____	_____	\$0.00
<b>A1.1. Actual Construction Cost</b>	<b>\$12,721,348.00</b>	<b>\$938,020.00</b>	<b>\$13,659,368.00</b>
<b>A1.2. General Contractor Fee (3)</b> (Max. 14% of A1.1., column 3)	<b>\$1,783,406.00</b>	_____	<b>\$1,783,406.00</b>
<b>A1.3. Total Actual Construction Costs</b>	<b>\$14,504,754.00</b>	<b>\$938,020.00</b>	<b>\$15,442,774.00</b>
<b>General Development Costs</b>			
Accounting Fees	\$35,000.00	_____	\$35,000.00
Appraisal	\$15,000.00	_____	\$15,000.00

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Architect's Fee - Site/Building Design	\$500,000.00		\$500,000.00
Architect's Fee - Supervision	\$50,000.00		\$50,000.00
Builder's Risk Insurance	\$145,220.00		\$145,220.00
Building Permit	\$139,500.00		\$139,500.00
Brokerage Fees - Land / Buildings			\$0.00
Capital Needs Assessment			\$0.00
Engineering Fees	\$100,000.00		\$100,000.00
Environmental Report	\$50,000.00		\$50,000.00
FHFC Administrative Fee		\$180,623.00	\$180,623.00
FHFC Application Fee		\$5,000.00	\$5,000.00
FHFC Compliance Fee (6)		\$81,921.00	\$81,921.00
FHFC Credit Underwriting Fees		\$23,410.00	\$23,410.00
Green Building Certification/ HERS Inspection Costs			\$0.00
*Impact Fees (list in detail)	\$881,376.00		\$881,376.00
Inspection Fees	\$150,000.00		\$150,000.00
Insurance	\$100,000.00		\$100,000.00
Legal Fees	\$296,750.00	\$8,250.00	\$305,000.00
Market Study	\$15,000.00		\$15,000.00
Marketing/Advertising		\$150,000.00	\$150,000.00
Property Taxes	\$85,000.00		\$85,000.00
Soil Test Report	\$40,000.00		\$40,000.00
Survey	\$25,000.00		\$25,000.00
Title Insurance & Recording Fees		\$121,742.00	\$121,742.00
Utility Connection Fee	\$324,000.00		\$324,000.00
*Other (explain in detail)			\$0.00
<b>A2. TOTAL GENERAL DEVELOPMENT COST</b>	<b>\$2,951,846.00</b>	<b>\$570,946.00</b>	<b>\$3,522,792.00</b>
<b>Financial Costs</b>			

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Construction Loan Origination/ Commitment Fee(s)	<u>\$40,000.00</u>	<u></u>	<u>\$40,000.00</u>
Construction Loan Credit Enhancement Fee(s)	<u></u>	<u></u>	<u>\$0.00</u>
Construction Loan Interest	<u>\$245,748.00</u>	<u>\$19,339.00</u>	<u>\$265,087.00</u>
Permanent Loan Origination/ Commitment Fee(s)	<u></u>	<u>\$23,000.00</u>	<u>\$23,000.00</u>
Permanent Loan Credit Enhancement Fee(s)	<u></u>	<u></u>	<u>\$0.00</u>
Permanent Loan Closing Costs	<u></u>	<u>\$6,900.00</u>	<u>\$6,900.00</u>
Bridge Loan Origination/ Commitment Fee(s)	<u></u>	<u></u>	<u>\$0.00</u>
Bridge Loan Interest	<u></u>	<u></u>	<u>\$0.00</u>
Non-Permanent Loan(s) Closing Costs	<u>\$8,002.00</u>	<u></u>	<u>\$8,002.00</u>
*Other (explain in detail)	<u></u>	<u></u>	<u>\$0.00</u>
<b>A3. Total Financial Costs</b>	<u>\$293,750.00</u>	<u>\$49,239.00</u>	<u>\$342,989.00</u>
<b>B1. Acquisition Cost of Existing Developments (Excluding Land) Existing Buildings</b>	<u></u>	<u></u>	<u>\$0.00</u>
<b>B2. * Other (explain in detail)</b>	<u></u>	<u>\$100,000.00</u>	<u>\$100,000.00</u>
<b>C. Development Cost (A1.3+A2+A3+B1+B2)</b>	<u>\$17,750,350.00</u>	<u>\$1,658,205.00</u>	<u>\$19,408,555.00</u>
<b>D. Developer's Fee (1)</b>	<u>\$3,209,349.00</u>	<u></u>	<u>\$3,209,349.00</u>
<b>E. Contingency Reserves (5)</b>	<u>\$749,851.00</u>	<u></u>	<u>\$749,851.00</u>
<b>F. Total Land Cost</b>	<u></u>	<u>\$1,500,000.00</u>	<u>\$1,500,000.00</u>
<b>G. Total Development Cost (C+D+E+F)</b>	<u>\$21,709,550.00</u>	<u>\$3,158,205.00</u>	<u>\$24,867,755.00</u>

**Detail/Explanation Sheet**

**Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.**

**Development Costs**

**Actual Construction Cost**  
*(as listed at Item A1.1.)*

Off-site work: \$100,000 to cover costs as follows: Relocate utilities \$45,000, City of Miami sidewalk restoration \$55,000.

Other:

**General Development Costs**  
*(as listed at Item A2.)*

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Impact Fees: Roads: \$418,503.40; School: \$55,080.00; Police: \$44,319.30; Fire: \$33,963.30; Parks & Area: \$329,510

Other:

**Financial Costs**  
(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**  
(as listed at Item B2.)

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

CONSTRUCTION or REHAB ANALYSIS	Amount	Location of Documentation
<b>A. Total Development Costs:</b>	<u>\$24,867,755.00</u>	
<b>B. Construction or Rehab Funding Sources:</b>		
1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	_____	Attachment _____
2. First Mortgage Financing	<u>\$4,000,000.00</u>	Attachment <u>11</u>
3. Second Mortgage Financing	_____	Attachment _____
4. Third Mortgage Financing	_____	Attachment _____
5. Grants	_____	Attachment _____
6. HC Equity - Partner's Contribution	<u>\$19,505,700.00</u>	Attachment <u>12</u>
7. HC Equity Bridge Loan	_____	Attachment _____
8. USDA RD Financing:		
a. RD 514/516	_____	Attachment _____
b. RD 515	_____	Attachment _____
c. RD 538	_____	Attachment _____
9. Other: _____	_____	Attachment _____
10. Other: _____	_____	Attachment _____
11. Deferred Developer Fee	<u>1500000.00</u>	



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12 . Total Sources \$25,005,700.00

**C. Construction or Rehab Funding**

**Shortfall:** (\$137,945.00)

(A. - B.12.)

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

**PERMANENT ANALYSIS**

**Amount**

**Location of Documentation**

**A. Total Development Costs:**

\$24,867,755.00

**B. Permanent Funding Sources:**

1 . HC Syndication/HC Equity Proceeds \$21,673,000.00 Attachment 12

2 . First Mortgage Financing \$2,300,000.00 Attachment 11

3 . Second Mortgage Financing \_\_\_\_\_ Attachment \_\_\_\_\_

4 . Third Mortgage Financing \_\_\_\_\_ Attachment \_\_\_\_\_

5 . Grants \_\_\_\_\_ Attachment \_\_\_\_\_

6 . HC Equity - Partner's Contribution \_\_\_\_\_ Attachment \_\_\_\_\_

7 . USDA RD Financing:

a. RD 514/516 \_\_\_\_\_ Attachment \_\_\_\_\_

b. RD 515 \_\_\_\_\_ Attachment \_\_\_\_\_

c. RD 538 \_\_\_\_\_ Attachment \_\_\_\_\_

8 . Other: \_\_\_\_\_ Attachment \_\_\_\_\_

9 . Other: \_\_\_\_\_ Attachment \_\_\_\_\_

10 . Deferred Developer Fee 1000000.00

11 . Total Sources \$24,973,000.00

**C. Permanent Funding Shortfall:**

**(A. - B.11.)** (\$105,245.00)

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

**Exhibit B to RFA 2013-003 - Affordable Housing Developments located in  
Broward, Miami-Dade and Palm Beach Counties**

1. To be considered for any points for Proximity to Services and to determine whether the Mandatory Distance Requirement has been met (if not eligible for automatic qualification), as outlined in Section Four A.5. of the RFA, the Applicant must provide the following Surveyor Certification form.
2. For Applications that are not eligible for automatic points, in order to be considered for points for Local Government Contributions, as outlined in Section Four A.8. of the RFA, the Applicant must provide one or more of the following Local Government Verification of Contribution forms.

**2013 SURVEYOR CERTIFICATION FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

<b>State the Development Location Point.<sup>2</sup></b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
--	--------------------	------------------	---	--------------------	------------------	---

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place.

**Transit Service** – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

	Latitude			Longitude		
<b>Public Bus Stop</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
<b>Public Bus Transfer Stop</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
<b>Public Bus Rapid Transit Stop</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
<b>SunRail Station, MetroRail Station, or TriRail Station</b>	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						_____ Miles

**Community Services** - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

<b>Grocery Store:</b>	Latitude			Longitude		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						_____ Miles

Initials of Surveyor \_\_\_\_\_

2013 SURVEYOR CERTIFICATION FORM

<b>Public School:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:					_____ Miles	
<b>Medical Facility:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:					_____ Miles	
<b>Senior Center:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Senior Center is:					_____ Miles	
<b>Pharmacy:</b>	<b>Latitude</b>			<b>Longitude</b>		
Name - _____ Address - _____ _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:					_____ Miles	

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalties of perjury, I declare that the foregoing statement is true and correct.

\_\_\_\_\_  
Signature of Florida Licensed Surveyor

\_\_\_\_\_  
Florida License Number of Signatory

\_\_\_\_\_  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

2013 SURVEYOR CERTIFICATION FORM

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See Rule 67-48.002, F.A.C.).

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development (See Rule 67-48.002, F.A.C.).

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart																											
Service	Location where latitude and longitude coordinates must be obtained																										
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.																										
Transit Services	<p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For SunRail Rail Stations, coordinates must represent either the location where passengers may embark and disembark the train or the coordinates listed below:</p> <table border="1"> <thead> <tr> <th>Station Name</th> <th>Latitude/Longitude Coordinates</th> </tr> </thead> <tbody> <tr> <td>Altamonte Springs Station</td> <td>N 28 39 50.1, W 81 21 23.4</td> </tr> <tr> <td>Church Street Station</td> <td>N 28 32 20.3, W 81 22 50.6</td> </tr> <tr> <td>DeBary Station</td> <td>N 28 51 20.3, W 81 19 24.1</td> </tr> <tr> <td>Florida Hospital Station</td> <td>N 28 34 21.8, W 81 22 17.4</td> </tr> <tr> <td>Lake Mary Station</td> <td>N 28 45 31.8, W 81 19 04.3</td> </tr> <tr> <td>LYNX Central Station</td> <td>N 28 32 52.2, W 81 22 51.0</td> </tr> <tr> <td>Longwood Station</td> <td>N 28 42 04.1, W 81 20 43.4</td> </tr> <tr> <td>Maitland Station</td> <td>N 28 38 03.7, W 81 21 44.7</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>N 28 31 39.5, W 81 22 55.6</td> </tr> <tr> <td>Sand Lake Road Station</td> <td>N 28 27 11.3, W 81 22 1.0</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>N 28 48 49.8, W 81 17 56.9</td> </tr> <tr> <td>Winter Park/Park Ave Station</td> <td>N 28 35 51.5, W 81 21 6.0</td> </tr> </tbody> </table>	Station Name	Latitude/Longitude Coordinates	Altamonte Springs Station	N 28 39 50.1, W 81 21 23.4	Church Street Station	N 28 32 20.3, W 81 22 50.6	DeBary Station	N 28 51 20.3, W 81 19 24.1	Florida Hospital Station	N 28 34 21.8, W 81 22 17.4	Lake Mary Station	N 28 45 31.8, W 81 19 04.3	LYNX Central Station	N 28 32 52.2, W 81 22 51.0	Longwood Station	N 28 42 04.1, W 81 20 43.4	Maitland Station	N 28 38 03.7, W 81 21 44.7	Orlando Amtrak/ORMC Station	N 28 31 39.5, W 81 22 55.6	Sand Lake Road Station	N 28 27 11.3, W 81 22 1.0	Sanford/SR46 Station	N 28 48 49.8, W 81 17 56.9	Winter Park/Park Ave Station	N 28 35 51.5, W 81 21 6.0
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If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location. However, there are no other instances in which an Applicant may use identical coordinates or the same location for any other combination of Transit or Community Services.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_ committed  
(Name of City or County)

\$ \_\_\_\_\_ as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: \_\_\_\_\_  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_, pursuant to  
(Name of City or County)

\_\_\_\_\_, waived the following fees: \_\_\_\_\_  
(Reference Official Action, cite Ordinance or Resolution Number and Date)

\_\_\_\_\_

Amount of Fee Waiver: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

**NOTE TO LOCAL GOVERNMENT OFFICIAL:** Waivers that are not specifically made for the benefit of this Development but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other fees are levied by a local jurisdiction for ANY type of development DOES NOT constitute a "Local Government Contribution" to the proposed Development. Similarly, if such fees ARE levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this form, no "Local Government Contribution" exists and no points will be awarded.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_, committed  
(Name of City or County)

\$ \_\_\_\_\_ (which may be used as a Non-Corporation Funding Proposal in the Application if it meets the  
(loan amount)

required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.



**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE DEFERRAL FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_ committed to  
(Name of City or County)

defer \$ \_\_\_\_\_ in fees for the proposed Development referenced above.  
(amount of fee deferral)

The net present value of the above-referenced fee deferral, based on its payment stream, inclusive of a reduced interest rate and designated discount rate (as stated in the applicable RFA) is: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the fee deferral. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this fee deferral is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**Exhibit C to RFA 2013-003 - Affordable Housing Developments located in  
Broward, Miami-Dade and Palm Beach Counties**

**1. Elderly Demographic Commitment Requirements:**

In order for a proposed Development to qualify for the Elderly Demographic (ALF or non-ALF), the Development must meet the following requirements:

a. The total number of units is limited as follows:

(1) Non-ALF Developments

- (a) Limitation of 160 total units for Developments located in Palm Beach County with a Development Category at question 4.c. of Exhibit A of the RFA of (i) New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) Rehabilitation or Acquisition and Rehabilitation that does not constitute an existing, occupied housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline;
- (b) Limitation of 200 total units for Developments located in Broward County and Miami-Dade County with a Development Category at question 4.c. of Exhibit A of the RFA of (i) New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) Rehabilitation or Acquisition and Rehabilitation that does not constitute an existing, occupied housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline;
- (c) There is no total unit limitation for Developments, regardless of their location, with a Development Category at question 4.c. of Exhibit A of the RFA of Rehabilitation or Acquisition and Rehabilitation of an existing, occupied housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline.

(2) ALF Developments may not consist of more than 100 total units.

- b. The Applicant understands, acknowledges and agrees that it will comply with the Federal Fair Housing Act requirements and rent at least 80 percent of the total units to residents that qualify as Elderly pursuant to that Act. Further, the Applicant understands, acknowledges and agrees that all such units are subject to the income restrictions committed to in the Set-Aside Commitment section of this Application.
- c. For a non-ALF Development, the following requirements will apply: (i) if the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 4.c. of Exhibit A of the RFA, at least 50 percent of the total units must be comprised of one-bedroom or less (i.e., one-bedroom units or efficiency/studio/zero bedroom units or a combination these types of units), and no more than 15 percent of the total units can be larger than 2 bedroom units; or (ii) if the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 4.c. of Exhibit A of the RFA, at least 50 percent of the total units must be comprised of one-bedroom units and no more than 15 percent of the total units can be larger than 2 bedroom units.

For an ALF Development, at least 90 percent of the total units must be comprised of units no larger than one-bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy.

- d. A minimum of one elevator per residential building must be provided for all proposed Developments with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment that consist of more than one story if any of the Elderly set-aside units will be located on a floor higher than the first floor.

**2. Applicant Requirements:**

The Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will require Board approval prior to the change. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require Board approval, but the Corporation must still be notified in writing of the change. The Applicant entity may be changed without Board approval after a Final Housing Credit Allocation Agreement has been approved and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity prior to the execution of a Carryover Allocation Agreement or without Board approval prior to the approval of the Final Housing Credit Allocation Agreement and issuance of the IRS Forms 8609 will result in a disqualification from receiving funding and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership or member of a limited liability company owning the syndicating interest therein will not result in disqualification.

**3. Principal Disclosures for Applicants and Each Developer**

The Corporation is providing the following charts and examples to assist the Applicant in providing the required list identifying the Principals for the Applicant and for each Developer. The term Principals is defined in Section 67-48.002, F.A.C.

a. Charts:

(1) For the Applicant:

(a) If the Applicant is a Limited Partnership:

Identify All General Partners	and	Identify All Limited Partners
-------------------------------	-----	-------------------------------

and

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and

Identify each Shareholder

and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

**(b) If the Applicant is a Limited Liability Company:**

Identify All Managers      and      Identify All Members

and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

**(c) If the Applicant is a Corporation:**

Identify All Officers      and      Identify All Directors      and      Identify All Shareholders

and

For each Shareholder that is a Limited Partnership:	for each Shareholder that is a Limited Liability Company:	For each Shareholder that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and

Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(2) For Each Developer:

(a) If the Developer is a Limited Partnership:

Identify All General Partners      and      Identify All Limited Partners

and

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Developer is a Limited Liability Company:

Identify All Managers      and      Identify All Members

and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and

Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Developer is a Corporation:

Identify All Officers	and	Identify All Directors	and	Identify All Shareholders
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and

For each Shareholder that is a Limited Partnership: Identify each General Partner	for each Shareholder that is a Limited Liability Company: Identify each Manager	For each Shareholder that is a Corporation: Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

b. Examples:

➤ Example No. 1:

Applicant or Developer: Acme Properties, LLC

Sole Member/Manager: ABC, LLC

Manager: Amy Smith  
Sole Member: Patty Jones

➤ Example No. 2:

Applicant or Developer: Acme Builders, LLC

Manager: Acme Management Co, Inc.

Officers: Peter Smith, President/CEO  
Fred Jones, Vice President  
Patty Jones, Vice President  
Bob Brown, Secretary  
Amy Smith, Treasurer

Directors: Peter Smith  
Fred Jones  
Patty Jones

Shareholders: Fred Jones  
Patty Jones  
Bob Brown  
Amy Smith

Member: Adam Jones  
Member: Amy Smith

➤ Example No. 3:

Applicant or Developer: Acme Properties, Ltd.

Managing General Partner: ABC, Ltd.  
General Partner: XYZ, Inc.  
Limited Partner: Fred Jones

Co-General Partner: Acme Homes 3, LLC  
Sole Manager/Member: Peter Smith

Co-General Partner: ABC, LLC  
Manager: Adam Jones  
Manager: Peter Smith  
Member: XYZ, LLC  
Member: Adam Jones  
Member: Peter Smith

Limited Partner: Acme Homes Contractors, Inc.  
Officers: Fred Jones, President  
Bob Brown, Vice President  
Patty Jones, Secretary/  
Treasurer  
Directors: Fred Jones  
Bob Brown  
Patty Jones  
Shareholders: Fred Jones  
Bob Brown  
Peter Smith  
Patty Jones  
Adam Jones

**4. Required Construction Features and Amenities:**

a. All Applicants will be required to provide the following General Features and Accessibility, Universal Design and Visitability Features:

(1) The following General Features must be provided for all proposed Developments:

- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Full-size range and oven in all units;
- At least two full bathrooms in all 3 bedroom or larger new construction units; and
- Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units.

(2) Accessibility, Universal Design and Visitability Features:

(a) All units of the proposed Development must meet all federal requirements and state building code requirements, including the following:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

For purposes of the Housing Credit Program, a Housing Credit allocation shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 for all Housing Credit Developments.

(b) All new construction units that are located on an accessible route must have the following features and all rehabilitation units that are located on an accessible route must include as many of the following features as are structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process:

- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level;
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist;
- Minimum of 60 inches diameter of unobstructed space in living room and one bedroom in order to provide adequate maneuvering and turning space for a person using a wheelchair or walker. This requirement means that 60 inches in diameter of unobstructed space shall be free of hard-constructed features and/or fixtures and does not apply to resident furnishings or possessions; and
- Clear floor space of at least 30 inches x 48 inches outside swing of door as it is closed shall be provided at bathtub/shower fixtures. This clear floor space allows space for a parallel approach to the bathtub, as well as access for transferring into and out of the bathtub.

b. All new construction units must include the following General Features and Green Building Features:

(1) General Features in all Family Demographic Developments:



Provide reinforced walls for future installation of grab bars that meet or exceed 2010 ADA Standards for Accessible Design around each tub/shower unit in each dwelling unit. At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(2) Green Building Features in all Family and Elderly Demographic Developments:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Water heating minimum efficiency specifications (choose gas, electric, gas tankless, or boiler/hot water maker):
  - Gas:
    - 30 gal = .63 EF; or
    - 40 gal = .61 EF; or
    - 50 gal = .59 EF; or
    - 60 gal = .57 EF; or
    - 70 gal = .55 EF; or
    - 80 gal = .53 EF; or
  - Electric:
    - 30 gal = .94 EF; or
    - 40 gal = .93 EF; or
    - 50 gal = .92 EF; or
    - 60 gal = .91 EF; or
    - 70 gal = .90 EF; or
    - 80 gal = .89 EF; or
  - Tankless gas water heater: minimum .80 EF; or
  - Boiler or hot water maker:
    - < 300,000 Btu/h: 85% Et (thermal efficiency); or
    - 300,000 Btu/h or higher: 80% Et;
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning minimum efficiency specifications (choose in-unit or commercial):
  - In-unit air conditioning: minimum 14 SEER; or
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - >65-135 KBtuh: 11.3 EER/11.5 IPLV; or
    - >135-240 KBtuh: 11.0 EER/11.5 IPLV; or

- >240 KBtuh: 10.6 EER/11.2 IPLV.

c. All rehabilitation units must include the following General Features, Required Green Building Features and Additional Green Building Features:

(1) General Features in all Family Demographic Developments:

Provide reinforced walls for future installation of grab bars that meet or exceed 2010 ADA Standards for Accessible Design around each tub/shower unit in each dwelling unit. At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(2) Required Green Building Features in all Family and Elderly Demographic Developments:

All rehabilitation units must include as many of the following required Green Building features as are structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process.

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Water heating minimum efficiency specifications (choose gas, electric, gas tankless, or boiler/hot water maker):
  - Gas:
    - 30 gal = .63 EF; or
    - 40 gal = .61 EF; or
    - 50 gal = .59 EF; or
    - 60 gal = .57 EF; or
    - 70 gal = .55 EF; or
    - 80 gal = .53 EF; or
  - Electric:
    - 30 gal = .94 EF; or
    - 40 gal = .93 EF; or
    - 50 gal = .92 EF; or
    - 60 gal = .91 EF; or
    - 70 gal = .90 EF; or
    - 80 gal = .89 EF; or

- Tankless gas water heater: minimum .80 EF; or
- Boiler or hot water maker:
  - < 300,000 Btu/h: 85% Et (thermal efficiency); or
  - 300,000 Btu/h or higher: 80% Et;
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (choose in-unit or commercial):
  - In-unit air conditioning: minimum 14 SEER; or
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - >65-135 KBtuh: 11.3 EER/11.5 IPLV; or
    - >135-240 KBtuh: 11.0 EER/11.5 IPLV; or
    - >240 KBtuh: 10.6 EER/11.2 IPLV;
- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope;
- Seal and insulate heating and cooling system ducts with mastic or metal backed tape.

(3) Additional Green Building Features in all Family and Elderly Demographic Developments:

In addition to the Required Green Building Features outlined in (1) above, the Applicant must commit to provide enough of the following Additional Green Building Features to achieve a total point value of at least 10 points. The Applicant will be required to commit to the specific Additional Green Building features during credit underwriting and may select at that time the desired features, provided that the total point value equals or exceeds 10 points.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free, material certified by the Forest Stewardship Council (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 100% recycled content tile, and/or natural linoleum (3 points)
- Energy Star rating for all windows in each unit (3 points)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*Applicant may choose only one option related to Energy Star qualified roofing

- d. In addition to the required features outlined in a. through c. above, all Applications with the Elderly Demographic must also provide the following in all units (new construction units and rehabilitation units):

- (1) Fifteen (15) percent of the new construction units must have roll-in showers. Five percent of the overall requirement for roll-in showers may be met with walk-in type shower stalls with

permanently affixed seats which meet or exceed the federal 2010 ADA Standards for Accessible Design.

- (2) In all of the new construction units and in as many of the rehabilitation units as is structurally and financially feasible within the scope of the rehabilitation work utilizing a capital needs assessment performed during the credit underwriting process:
- Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
    - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.1.
    - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.2.
    - If a roll-in shower is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 608.3.2;
  - Reinforced walls for future installation of horizontal grab bars in place around each toilet, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);
  - Roll-out shelving or drawers in all bottom bathroom vanity cabinets;
  - Adjustable shelving in master bedroom closets (must be adjustable by resident); and
  - In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides.
- e. All Applications with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment must commit to achieve one of the following Green Building Certification programs:
- Leadership in Energy and Environmental Design (LEED);
  - Florida Green Building Coalition (FGBC); or
  - ICC 700 National Green Building Standard (NGBS).

#### **5. Required Resident Programs:**

- a. Applications with the Family Demographic must commit to provide at least three (3) of the following resident programs outlined below. The Applicant will make the actual selection of the specific programs during the credit underwriting process.
- (1) After School Program for Children – This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.
  - (2) Literacy Training- Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(3) Employment Assistance Program – Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must include, but not be limited to, the following:

- Evaluation of current job skills;
- Assistance in setting job goals;
- Assistance in development of and regular review/update of individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

(4) Family Support Coordinator - The Applicant must provide a Family Support Coordinator at no cost to the resident. The Family Support Coordinator shall assist residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency. Responsibilities shall include linking residents with public and private resources in the community to provide needed assistance, develop and oversee on-site programs and activities based on the needs and interests of residents, and support residents in organizing group activities to build community and to address and solve problems such as crime and drug activity. The duties of the Family Support Coordinator shall not be performed by property management staff. The Coordinator shall be on-site and available to residents at least 20 hours per week, within the hours of 9 a.m. and 8 p.m. The Coordinator may be an employee of the Development or, through an agreement, an employee of a third party agency or organization that provides these services.

b. Application with the Elderly Demographic:

(1) All Applicants with the Elderly Demographic must commit to provide the following resident program:

Staff On-Site 24 Hours Per Day -

Applicant must provide staff on the Development's premises at all times who will be available and accessible to the residents 24 hours per day, seven days per week, at no cost to the resident. The on-site staff shall be available at all times to receive calls from residents and help determine the approach to address the issue. The Development's owner or designated manager shall develop and implement policies and procedures for staff receiving a resident call and how staff shall assess and manage the call based on a resident's request and/or need. These policies and procedures shall describe the process for ensuring that staffing is adequate to address the 24-hour on-site requirement, including the following:

- staff vacation;
- other staff absences;
- staff temporarily unavailable on site for a short length of time;
- how staff shall manage a resident call when staff is temporarily off-site;
- maximum response time of the staff to a resident call, including response time when staff must be temporarily off-site.

Residents shall be informed of the Resident Program at move-in and via a written notice(s) clearly displayed in the Development's common or public spaces. If the Development consists of Scattered Sites, staff must, at a minimum, be on the Scattered Site with the most units 24 hours a day, 7 days a week. Although the Scattered Sites Development staff may be located only on the Scattered Site with the most units, they must be available to and provide the same resident program services to all the Development's residents.

(2) All non-ALF Developments must select at least three (3) of the following resident programs:

- (a) Literacy Training – Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (b) Computer Training – The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (c) Daily Activities – Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (d) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry – The Applicant or its Management Company must provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six (6) months.
- (e) Resident Assurance Check-In Program – Applicant commits to provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

(3) All ALF Developments must provide the following resident programs:

- (a) Medication Administration – The Applicant or its Management Company shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider's order or prescription label.
- (b) Services for Persons with Alzheimer's Disease and Other Related Disorders – The Applicant or its Management Company shall advertise and provide supervision and

services to persons with Alzheimer's disease and other related disorders that are specific to each affected resident and pursuant to ALF licensure requirements.

**6. Limited Development Areas (LDA):**

Use the following LDA Chart to determine whether the proposed Development qualifies as an LDA Development for purposes of this RFA.

**LDA Chart**

County	Demographic Category	Location Description
Miami-Dade	Family and Elderly	Beginning at the intersection of SW 264 <sup>th</sup> Street and SW 157 <sup>th</sup> Avenue, follow SW 264 <sup>th</sup> Street east to Biscayne Bay. Follow the Bay around the remaining southern portion of the county, then north to a point that is west of the intersection of SW 264 <sup>th</sup> Street and SW 157 <sup>th</sup> Avenue. Follow that point east to that intersection.
Palm Beach	Family and Elderly	5 mile radius around the following latitude/longitude coordinates: *N 26 43 8.4, W 80 5 7.7 (Malibu Bay) *N 26 35 11.4, W 80 5 0.6 (Marina Bay) *N 26 47 58.6, W 80 5 11.1 (Venetian Isles I) *N 26 48 3.3, W 80 5 6.4 (Venetian Isles II)  With the exception of 0.25 mile radius around each of the following latitude/longitude coordinates where all Demographics will be permitted:  N 26 42 44.3, W 80 03 44.2

\*These areas surround Guarantee Fund Developments. In the event that both the Guarantee Fund loan and any SMI loan for one of these Developments are paid off prior to the Application Deadline, the Corporation will treat the LDA restriction around that Development as if it was never included on the LDA chart and the LDA restriction related to that Guarantee Fund Development will no longer apply.

**7. ELI County Chart:**

ELI County Chart	
County	ELI Set-Aside AMI Level
Broward	30%
Miami-Dade	33%
Palm Beach	30%

**8. Total Development Cost Per Unit Limitation:**

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum amounts are provided on the TDC Per Unit Limitation chart set out below (the maximum TDC per unit exclusive of land costs, applying any applicable TDC multiplier) and will be tested during the scoring of the RFA, during the credit underwriting process, and during the final allocation process, as outlined below.

These TDC Per Unit Base Limitation amounts are effective from the Application Deadline through Final Cost Certification.

**Total Development Cost Per Unit Base Limitations**

Measure	New Construction Units					Rehabilitation Units	
	Garden Wood*	Garden Concrete*	Mid-Rise-Wood*	Mid-Rise-Concrete*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit exclusive of Land Costs	\$163,000	\$196,000	\$196,000	\$216,000	\$263,000	\$137,000	\$193,000

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High Rise (7 or more stories)

- a. Any Application that has an amount that exceeds these limitations will not be eligible to be considered for funding.
- b. Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations by more than 5 percent, taking into consideration an escalation factor for construction costs rising after the Application Deadline of either (i) 1.8 percent for any Applicant with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) 1.4 percent for any Applicant with the Development Category of Rehabilitation or Acquisition and Rehabilitation, and incorporating any applicable TDC reduction and adjustments processes provided below will receive a negative recommendation by the Credit Underwriter.

Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations, taking into consideration the applicable escalation factor outlined above, will require staff to review the credit underwriting report for compliance to the TDC reduction and adjustment procedure provided below:

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.16 and then multiply the result by 16 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- (2) Prior to determining any necessary adjustment, if the Developer fee initially stated by the Applicant or Credit Underwriter is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the



TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$500,000, or (c) 25 percent of the maximum allowable Developer fee. If after following this Developer fee limitation process, the TDC exclusive of land costs is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs that exceeds the limitation.

As a note, if the Developer fee in the credit underwriting report is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the credit underwriting report needs to be reduced to incorporate any adjustment as provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

For example:

An 85-unit development with a Development Category of New Construction and a Development Type of Garden Concrete reports a TDC of \$18,000,000, inclusive of a stated Developer fee of \$2,500,000, and exclusive of land at time of credit underwriting, and also prior to any adjustment:

***Calculate TDC Limitation for the Development and Maximum Allowable Developer fee***

- 1.(a) TDC Per Unit Base Limitation, inclusive of any applicable escalation factor:  
 $\$196,000 \text{ Per Unit} \times (1 + 1.8\%) = \$199,528 \text{ Per Unit.}$
- 1.(b) Determine TDC Limitation for the Development:  $\$199,528 \text{ Per Unit} \times 85 \text{ units} = \$16,959,880.$
- 1.(c) Implied maximum Development Cost per the limitation:  $\$16,959,880 \div 1.16 = \$14,620,586.$
- 1.(d) Determine maximum allowable Developer fee within the limitation (prior to any adjustment):  $\$14,620,586 \times 16\% = \$2,339,293.$

***First Developer fee/TDC adjustment Calculation Methodology (If necessary)***

- 2.(a)(i) Is the stated Developer fee greater than the maximum allowable?  $\$2,500,000 > \$2,339,293$ .
- 2.(a)(ii) If the response to 2.(a)(i) is yes, then determine the excess:  $\$2,500,000 - \$2,339,293 = \$160,707$  (excess Developer fee and excess TDC).
- 2.(b) Reduce the stated Developer fee to the lesser of maximum allowable or stated fee and reduce the stated TDC by an equal amount:  $\$2,500,000 - \$160,707 = \$2,339,293$ ;  $\$18,000,000 - \$160,707 = \$17,839,293$ .
- 2.(c) Determine if the TDC remains in excess of the limitation:  $\$17,839,293 - \$16,959,880 = \$879,413$ .
- 2.(d) Determine the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee, or (iii) 100% of the excess TDC:  $25\% \times \$2,339,293 = \$584,823$ ;  $\$500,000 < \$584,823 < \$879,413$ .
- 2.(e) Apply the lesser of 2(d) above to determine the Maximum allowable Developer fee, subject to the first adjustment:  $\$2,339,293 - \$500,000 = \$1,839,293$ .
- 2.(f) TDC reduction due to Developer fee adjustment:  $\$17,839,293 - \$500,000 = \$17,339,293$ .

(As a note, this TDC is still greater than the TDC Per Unit Base Limitation, inclusive of any applicable upward adjust so an additional Developer fee adjustment will need to be calculated.)

***Second Developer fee/TDC adjustment Calculation Methodology (If necessary)***

- 3.(a) The percentage the TDC without land (as adjusted above for first adjustment) that exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor:  $\$17,339,293 - \$16,959,880 = \$379,413$ ;  $\$379,413 \div \$16,959,880 = 2.24\%$ .
  - 3.(b) Additional adjustment:  $2.24\% \times \$1,839,293 = \$41,147$ .
  - 3.(c) Final maximum Developer fee, after adjustments:  $\$1,839,293 - \$41,147 = \$1,798,146$
  - 3.(d) Final adjusted TDC at time of credit underwriting:  $\$17,339,293 - \$41,147 = \$17,298,146$ .
  - 3.(e) Verify status of the 5% variance test:  $(\$17,298,146 - \$16,959,880) / \$16,959,880 = 2.0\%$ , which falls under criteria of being less than or equal to 5% above of the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- c. Any Applicant that presents a Final Cost Certification Application (FCCA) that has amounts that exceed the TDC Per Unit Base Limitation, subject to an escalation factor of either (i) 1.8 percent for any Applicant with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment, or (ii) 1.4 percent for any Applicant with the Development Category of Rehabilitation or Acquisition and Rehabilitation, will require staff to review the FCCA for compliance to the procedure provided below. If the Development has already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and the TDC without land in the FCCA exceeds the TDC without land provided in the credit underwriting report, then the Developer fee will have an additional adjustment to be incorporated as provided in (4) below.

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.16 and then multiply the result by 16 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- (2) Prior to determining any necessary adjustment, if the Developer fee initially stated by the FCCA is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$250,000, or (c) 10 percent of the maximum allowable Developer fee. If after following this Developer fee limitation process, the TDC exclusive of land costs is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land costs (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs (as adjusted above) exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs that exceeds the limitation.

As a note, if the Developer fee in the FCCA is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in

the FCCA needs to be reduced to incorporate any penalties provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

- (4) For those Developments that have already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and whose TDC without land in the FCCA exceeds the TDC without land provided in the credit underwriting report, the allowable Developer fee will incorporate an additional adjustment. This additional Developer fee adjustment will be the lesser of (a) the difference between the amount of TDC exclusive of land costs as reported in the FCCA that is in excess of the TDC exclusive of land costs provided in the credit underwriting report, (b) \$250,000, or (c) 10 percent of the allowable Developer fee reported in the credit underwriting report. If the Developer fee in the FCCA is already equal to or less than the allowable Developer fee as determined with the incorporation of this additional Developer fee adjustment, then neither the Developer fee nor the TDC is further reduced.

For example:

Assuming the Development in the example provided in 8.b. above provides a FCCA with a TDC exclusive of land costs of \$500,000 higher than the TDC exclusive of land costs provided in the credit underwriting report, but the Developer fee is the same as provided in the credit underwriting report of \$1,798,146. The additional Developer fee adjustment will be the lesser of (a) \$500,000 (the new excess costs), (b) \$250,000 (the maximum dollar limit of this additional Developer fee adjustment), or (c) \$179,814 (10% of the allowable Developer fee reported in the credit underwriting report).

Since (c) is the lowest of the three options, the allowable Developer fee and the TDC will both be lowered by \$179,814. The allowable Developer fee will be \$1,618,332 (the allowable Developer fee reported in the credit underwriting report of \$1,798,146, less the adjustment of \$179,814). The TDC exclusive of land costs in the FCCA would be adjusted to \$17,618,332 (\$17,298,146 from the credit underwriting report plus \$500,000 of new additional costs less \$179,814 for the reduction in allowable Developer fee).

\*These figures represent the applicable Developer fee percentage for the Development (16%) and one plus the applicable Developer fee percentage for the Development (1+16%).

## 9. Leveraging Classification:

Each eligible Application's Leveraging Classification will be determined as follows:

### a. Calculating the Set-Aside Units:

The total number of set-aside units for each Application will be computed by multiplying the total number of units within the proposed Development by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.

### b. The Corporation will first calculate the Total Corporation Funding Per Set-Aside Unit by multiplying (1) by (2) below:

- (1) If the Development is not located in a HUD designated HCA, the Eligible Housing Credit Request Amount will be multiplied by 9.0. If the Development is located in a HUD

designated HCA, the Eligible Housing Credit Request Amount will be multiplied by 9.0 and that product will be divided by 1.3.

(2) The total Corporation funding amount may be further adjusted as outlined below. NOTE: If a proposed Development meets all of the requirements of both (a) and (c), the total Corporation funding amount will be multiplied by 0.65. If a proposed Development meets all of the requirements of both (b) and (c), the total Corporation funding amount will be multiplied by 0.785.

(a) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.65:

- Applicant selected the High-Rise Development Type, and
- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.

or

(b) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.785:

- Applicant selected the Mid-Rise with Elevator (a building comprised of 5 or 6 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.

or

(c) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.865:

- Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment, and
- The proposed Development met the requirements to be considered concrete construction.

(3) The eligible Applications will be divided into two (2) lists: the "New Construction List" consisting of the eligible Applications with the Development Category of New Construction, Redevelopment, and Acquisition and Redevelopment, and the "Rehabilitation List" consisting of the eligible Applications with the Development Category of Rehabilitation and Acquisition and Rehabilitation.

(a) The New Construction List will be compiled as follows:

The total number of Applications on the New Construction List will be multiplied by 90 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the "New Construction A/B Cut-Off"). A line will be drawn below the Application whose place on the list is equal to the New Construction A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the New Construction A/B Cut-Off will be classified as Group A and Applications below the New Construction A/B Cut-Off will be classified as Group B.

(b) The Rehabilitation List will be compiled as follows:

The total number of Applications on the Rehabilitation List will be multiplied by 90 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the "Rehabilitation A/B Cut-Off"). A line will be drawn below the Application whose place on the list is equal to the Rehabilitation A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the Rehabilitation A/B Cut-Off will be classified as Group A and Applications below the Rehabilitation A/B Cut-Off will be classified as Group B.

The New Construction List and the Rehabilitation List will then be merged to form one list.

#### 10. Florida Job Creation Preference:

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Preference. To determine eligibility for the preference, the Corporation will calculate the Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of Housing Credit Allocation. Only Applications with a score equal to or greater than 100 will qualify for the Florida Job Creation Preference in Section Four B of the RFA.

Determination of the Florida Job Creation score will be based on the following information:

- The number of new construction and/or rehabilitation units committed to by the Applicant (as stated by the Applicant at question 4.e. of Exhibit A of the RFP);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.376 Florida Jobs per Unit for proposed new construction units;
  - Rate of 1.534 Florida Jobs per Unit for proposed rehabilitation units; and
- The Eligible Housing Credit Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of Housing Credit Allocation will be measured using one of the following calculations:

a. Developments consisting of only new construction units:

Number of new construction units x 3.376 Florida Jobs per Unit x 1,000,000 / Eligible Housing Credit Request Amount = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application A consists of 80 new construction units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$$80 \times 3.376 \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 180.053.$$

- b. Developments consisting of only rehabilitation units:

Number of rehabilitation units x 1.534 Florida Jobs per Unit x 1,000,000 / Eligible Housing Credit Request Amount = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application B consists of 80 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$$80 \times 1.534 \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 81.813.$$

- c. Developments consisting of both new construction units and rehabilitation units:

(Number of new construction units x 3.376 Florida Jobs per Unit + number of rehabilitation units x 1.534 Florida Jobs per Unit) x 1,000,000 / Eligible Housing Credit Request Amount = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application C consists of 56 new construction units and 24 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,500,000.

$$[(56 \times 3.376) + (24 \times 1.534)] \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 150.581.$$

In above examples, Application B will not qualify for the Job Creation Preference because it has a Florida Job Creation score that is less than 100. Applications A and C will both qualify for the Florida Job Creation Preference because each has a Florida Job Creation score that is at least 100. If Applications A and C receive an equal amount of total points and also receive the Per Unit Construction Funding Preference and identical Leveraging Classifications, the Application with the lower lottery number will be listed with a higher funding preference.

## 11. Fees:

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with the HC Program. Failure to pay any fee shall cause the allocation to be withdrawn as outlined in the Carryover Allocation Agreement and the credit underwriting and program requirements outlined in Rule Chapter 67-48, F.A.C.

- a. Application Fee:

All Applicants requesting HC shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.00.

- b. Credit Underwriting Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

- (1) Initial HC fee: \$11,341
- (2) Re-underwriting fee: \$165 per hour, not to exceed \$7,307

If a Housing Credit Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All Credit Underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

c. Administrative Fees:

With respect to the HC Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 8 percent of the annual Housing Credit Allocation amount stated in the Preliminary Allocation. The administrative fee shall be 5 percent of the stated annual Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation. In the event the Final Housing Credit Allocation amount exceeds the annual Housing Credit Allocation amount stated in the Preliminary Allocation, the Applicant is responsible for paying the applicable administrative fee on the excess amount before IRS Forms 8609 are issued for the Development.

d. Compliance Monitoring Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Compliance Monitor(s).

- (1) Pre-final allocation compliance monitoring fee comprised of a base fee of \$1,848 + an additional fee per set-aside unit of \$9.42, subject to a minimum of \$2,880, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

- (2) Annual HC compliance monitoring fee --

Annual fee to be comprised of a base fee of \$154 per month + an additional fee per set-aside unit of \$9.42 per year, subject to a minimum of \$240 per month, and subject to adjustments annually, but not decreased, based on the South Region Consumer Price Index for the twelve month period ending each November 30<sup>th</sup>, which this automatic increase shall not exceed 3 percent of the prior year's fee, for the full Housing Credit Extended Use Period collected at final allocation based on a quarterly payment stream discounted at a rate of 2 percent.

- (3) RD Developments - \$450 per Development for the full Housing Credit Extended Use Period collected at final allocation based on a quarterly payment stream discounted at a rate of 2 percent. Upon prepayment or repayment of the RD loan, the previously identified RD Development will be identified as a non-RD Development and the annual compliance monitoring fee will be adjusted accordingly.



If during any year subsequent to the Final Housing Credit Allocation, there is a fee increase based on the Consumer Price Index, as stipulated in the current contract for services between the Corporation and the Compliance Monitor(s) or upon prepayment or repayment of the RD loan, the additional fee will be billed directly to the Development.

(4) Follow-up Review - \$165 per hour.

e. Construction Inspection Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be based on the current contract and any addendum for services between the Corporation and the Servicer(s).

On-site construction inspection - \$165 per hour, not to exceed \$1,639 per inspection.

f. Additional HC Fees:

(1) If the Applicant requests permission to return its HC allocation and receive a new HC allocation and such request is approved, whether by the Executive Director in accordance with the QAP or as approved by the Board, the Applicant will be charged a nonrefundable processing fee of \$15,000 per request.

(2) HC Applicants shall be responsible for all processing fees related to the HC Program.

**12. Identity of Remaining Members of Development Team:**

Within 7 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:

- a. Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
- b. Identify the Management Company by providing the completed and executed 2013 Florida Housing Finance Corporation Management Company or Principal of Management Company General Management Experience Certification form.
- c. Identify the General Contractor by providing the completed and executed 2013 Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form.
- d. Identify the Architect by providing the completed and executed 2013 Florida Housing Finance Corporation Architect Certification form.
- e. Identify the Attorney by providing the completed and executed 2013 Florida Housing Finance Corporation Attorney Certification for Housing Credits form.
- f. Identify the Accountant by providing the completed and executed 2013 Florida Housing Finance Corporation certification of Accountant form.

The verification forms referenced in Items a. through f. above are available on the Corporation's Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=80](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80).

**13. Certification of Ability to Proceed:**

Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:

- a. Submission of the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form.
- b. Submission of the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use regulations form or the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form, as applicable.
- c. Evidence from the Local Government or service provider, as applicable, of the availability of infrastructure as of Application Deadline, as follows:
  - (1) Electricity: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that electricity service is available to the proposed Development as of the Application Deadline.
  - (2) Water: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that water service is available to the proposed Development as of the Application Deadline.
  - (3) Sewer: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form or a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that sewer service is available to the proposed Development as of the Application Deadline.
  - (4) Roads: Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form or a letter from the Local Government which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that Roads are available to the proposed Development as of the Application Deadline.
- d. Submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and executed 2013 Florida Housing Finance Corporation Verification of environmental Safety Phase II Environmental Site Assessment form.

The verification forms referenced in Items a. through d. above are available on the Corporation's Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=80](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80) .

# Attachment

1

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L13000150052  
FILED 8:00 AM  
October 24, 2013  
Sec. Of State  
bbostick

**Article I**

The name of the Limited Liability Company is:  
2401 NW, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. US 33146

The mailing address of the Limited Liability Company is:  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. US 33146

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
A&A REGISTERED AGENT, INC.  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. 33146

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RICHARD ALAYON

## Article V

The name and address of managing members/managers are:

Title: MGRM  
EUGENIA ANDERSON  
135 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL. 33146 US

Title: MGRM  
MM 2401, LLC  
135 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL. 33146 US

L13000150052  
FILED 8:00 AM  
October 24, 2013  
Sec. Of State  
bbostick

## Article VI

The effective date for this Limited Liability Company shall be:

10/18/2013

Signature of member or an authorized representative of a member

Electronic Signature: RICHARD ALAYON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

# Attachment

2

**NOT  
APPLICABLE**

# Attachment

3



# ATTACHMENT 3

## 2401 Plaza

<b>Applicant Entity:</b>	<b>2401 NW, LLC</b>
<b>Member/Manager (ownership .005%):</b>	<b>MM 2401, LLC</b>
<b>Members/Managers:</b>	<b>Gibraltar 2401, LLC (Ownership 99.00%)</b>
	<b>Gibraltar Development Partners, LLC</b>
	<b>Managers/Members</b>
	Richard A. Alayon      (Ownership 50%)
	Eugenia J. Anderson   (Ownership 50%)
<b>Member/Manager:</b>	<b>Gibraltar Partners, Inc. (Ownership 1.00%)</b>
<b>Directors/Shareholders:</b>	Eugenia Anderson, President, Treasurer (Ownership 50%)
	Richard A. Alayon, Vice President, Secretary (Ownership 50%)
<b>Member/Manager (ownership .005%):</b>	<b>Eugenia Anderson</b>
<b>Investor Member (ownership 99.99%):</b>	<b>Eugenia Anderson &amp;/or assigns</b>
<hr/>	
<b>Developer Entity:</b>	<b>Gibraltar 2401 Developers, LLC</b>
<b>Member/Manager (99% ownership):</b>	<b>Gibraltar Development Partners, LLC</b>
	<b>Managers/Members</b>
	Richard A. Alayon      (Ownership 50%)
	Eugenia J. Anderson   (Ownership 50%)
<b>Member/Manager (ownership .01%):</b>	<b>Gibraltar Partners, Inc. (Ownership 1.00%)</b>
<b>Directors/Shareholders:</b>	Eugenia Anderson, President, Treasurer (Ownership 50%)
	Richard A. Alayon, Vice President, Secretary (Ownership 50%)

# Attachment

4

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L13000150072  
FILED 8:00 AM  
October 24, 2013  
Sec. Of State  
alunt

**Article I**

The name of the Limited Liability Company is:

GIBRALTAR 2401 DEVELOPERS, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. US 33146

The mailing address of the Limited Liability Company is:

135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. US 33146

**Article III**

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:

A&A REGISTERED AGENT, INC.  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. 33146

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RICHARD ALAYON

### Article V

The name and address of managing members/managers are:

Title: MGRM  
GIBRALTAR DEVELOPMENT PARTNERS, LLC  
135 SAN LORENZO AVENUE, SUITE 800  
CORAL GABLES, FL. 33146 US

Title: MGRM  
GIBRALTAR PARTNERS, INC.  
135 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL. 33146 US

L13000150072  
FILED 8:00 AM  
October 24, 2013  
Sec. Of State  
alunt

### Article VI

The effective date for this Limited Liability Company shall be:

10/18/2013

Signature of member or an authorized representative of a member

Electronic Signature: RICHARD ALAYON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



**Detail by Entity Name**

Florida Limited Liability Company

GIBRALTAR DEVELOPMENT PARTNERS, LLC

*Manager & Member information  
has been updated prior to the  
application deadline.*

Filing Information

<b>Document Number</b>	L13000122104
<b>FE/EIN Number</b>	NONE
<b>Date Filed</b>	08/28/2013
<b>State</b>	FL
<b>Status</b>	ACTIVE

Principal Address

135 SAN LORENZO AVENUE  
SUITE 800  
CORAL GABLES, FL 33146

Mailing Address

135 SAN LORENZO AVENUE  
SUITE 800  
CORAL GABLES, FL 33146

Registered Agent Name & Address

A&A REGISTERED AGENT, INC.  
135 SAN LORENZO AVENUE  
SUITE 820  
CORAL GABLES, FL 33146

Manager/Member Detail

**Name & Address**

Title MGRM

ANDERSON, EUGENIA J  
135 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL 33146

Title MGRM

ALAYON, RICHARD A  
35 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL 33146

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

**08/28/2013 -- Florida Limited Liability** [View image in PDF format](#)

Copyright and Privacy Policies  
State of Florida, Department of State

**Electronic Articles of Incorporation  
For**

P13000087287  
FILED  
October 24, 2013  
Sec. Of State  
jbryan

GIBRALTAR PARTNERS, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:  
GIBRALTAR PARTNERS, INC.

**Article II**

The principal place of business address:  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. US 33146

The mailing address of the corporation is:  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. US 33146

**Article III**

The purpose for which this corporation is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:  
1000

**Article V**

The name and Florida street address of the registered agent is:  
A&A REGISTERED AGENT, INC.  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FL. 33146

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: RICHARD ALAYON

P13000087287  
FILED  
October 24, 2013  
Sec. Of State  
jbryan

## Article VI

The name and address of the incorporator is:

RICHARD ALAYON  
135 SAN LORENZO AVENUE  
820  
CORAL GABLES, FLORIDA 33146

Electronic Signature of Incorporator: RICHARD ALAYON

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PT  
EUGENIA ANDERSON  
135 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL. 33146 US

Title: VPS  
RICHARD A ALAYON  
135 SAN LORENZO AVENUE, SUITE 820  
CORAL GABLES, FL. 33146 US



**2013 FLORIDA HOUSING FINANCE CORPORATION  
PRINCIPAL OF DEVELOPER GENERAL DEVELOPMENT EXPERIENCE CERTIFICATION**

FHFC Application Reference: RFA 2013-003

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: 2401 Plaza

Development Location: 2401 NW 17th Avenue, Miami, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

Name of Principal of Developer: Eugenia Anderson

Address of Developer: 135 San Lorenzo Avenue, Suite 820

(street address, city, state)

Coral Gables, FL 33146

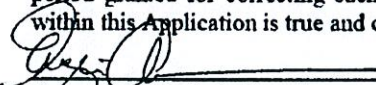
Telephone No. of Developer: (786) 253-9985

Fax No. of Developer: (305) 221-5321

E-Mail Address: ga@gibraltardp.com

Relationship to Applicant: Principal of the Member of the Developer and of the Applicant

As the Principal of the Developer of the referenced Development, I certify that I have the requisite skills, experience and credit worthiness to successfully produce the units proposed by the above referenced FHFC Request for Proposal/Application. I further certify that the design, plans, and specifications for the proposed Development will comply with all federal, state and local requirements and the requirements of the Federal Fair Housing Act as implemented by 24 CFR 100, Section 504 of the Rehabilitation Act of 1973, and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments and other legislation, regulations, rules, and other related requirements which apply or could apply to the proposed Development. To the extent that a Housing Credit Development is not otherwise subject to Section 504 and its related regulations, the Housing Credit Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Housing Credit Program to the same extent as if the Housing Credit Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the Housing Credit Program, a Housing Credit Allocation shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Housing Credit Developments. Since January 1, 1991, I have developed and completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2001. At least one (1) of the three (3) completed developments consists of a total number of units no less than 50 percent of the total number of units in the Development proposed by the above referenced FHFC Request for Proposal/Application, as evidenced by the prior experience chart provided with this certification which contains the following information for each of the three (3) completed developments: name of Principal, name of development, location (city and state), affordable housing program that provided financing, total number of units, and year completed. For purposes of this certification, completed for each of the three (3) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in a building with dwelling units or (ii) at least one (1) IRS Form 8609 has been issued. I understand I am the Principal of the Developer of record for this Development and that, if funded by the Corporation, I will remain in this capacity until the Development has been completed. I certify that neither the Developer, Applicant, any Principal or Financial Beneficiary has any existing Developments participating in Corporation programs that remain in non-compliance with the IRC, applicable rule chapter, or applicable loan documents and for which any applicable cure period granted for correcting such non-compliance has ended. I further certify that the information provided within this Application is true and correct.

  
Signature of Principal of Developer

Eugenia Anderson

Print or Type Name of Signatory

**APPLICANT'S CERTIFICATION**

I certify that the Developer identified above will serve as the Developer of the proposed Development.

  
Applicant's Signature

Eugenia Anderson

Print or Type Name of Signatory

**Attachment 4 to Exhibit A  
Prior General Development Experience Chart**

<b>Name of Principal with the Required Experience: Eugenia Anderson</b>				
<b>Name of Developer Entity (for the proposed Development) for which the above Party is a Principal: Gibraltar 2401 Developers, LLC</b>				
<b>Name of Development</b>	<b>Location (City &amp; State)</b>	<b>Affordable Housing Program that Provided Financing</b>	<b>Total Number of Units</b>	<b>Year Completed</b>
Richmond Pine	Miami-Dade County, Florida	LIHTC	80	1995
Park City	Miami-Dade County, Florida	LIHTC	180	1995
Hidden Grove	Miami-Dade County, Florida	LIHTC	222	2002

# Attachment

5

**NOT  
APPLICABLE**

# Attachment

6

**2013 SURVEYOR CERTIFICATION FORM**

Name of Development: 2401 Plaza

Development Location: 2401 N.W. 17th Avenue, Miami, Florida 33142

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

State the Development Location Point. <sup>2</sup>	N <u>25</u> Degrees	<u>48</u> Minutes	<u>00.9</u> Seconds (truncated after 1 decimal place)	W <u>80</u> Degrees	<u>13</u> Minutes	<u>24.1</u> Seconds (truncated after 1 decimal place)
--	------------------------	----------------------	--	------------------------	----------------------	--

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place.

Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

	Latitude			Longitude		
Public Bus Stop	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Public Bus Transfer Stop	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Public Bus Rapid Transit Stop	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
SunRail Station, MetroRail Station, or TriRail Station	N <u>25</u> Degrees	<u>47</u> Minutes	<u>47.2</u> Seconds (truncated after 1 decimal place)	W <u>80</u> Degrees	<u>12</u> Minutes	<u>55.1</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						<u>0 . 5 7</u> Miles

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

Grocery Store:	Latitude			Longitude		
Name - <u>Presidente Supermarket</u> Address - <u>3301 N.W. 17th Avenue</u> <u>Miami, Florida 33142</u>	N <u>25</u> Degrees	<u>48</u> Minutes	<u>16.5</u> Seconds (truncated after 1 decimal place)	W <u>80</u> Degrees	<u>13</u> Minutes	<u>24.7</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						<u>0 . 3 0</u> Miles

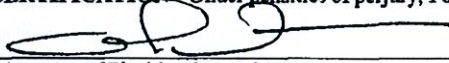
Initials of Surveyor C. E. R.

2013 SURVEYOR CERTIFICATION FORM

Public School:	Latitude			Longitude		
Name - <u>Comstock Elementary</u> Address - <u>2420 N.W. 18th Avenue</u> <u>Miami, Florida 33142</u>	N <u>25</u> Degrees	<u>47</u> Minutes	<u>56.7</u> Seconds (truncated after 1 decimal place)	W <u>80</u> Degrees	<u>13</u> Minutes	<u>32.8</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:				<u>0 1 7</u> Miles		
Medical Facility:	Latitude			Longitude		
Name - <u>Doctors Medical Center</u> Address - <u>2901 N.W. 17th Avenue</u> <u>Miami, Florida 33142</u>	N <u>25</u> Degrees	<u>48</u> Minutes	<u>12.8</u> Seconds (truncated after 1 decimal place)	W <u>80</u> Degrees	<u>13</u> Minutes	<u>24.2</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:				<u>0 2 3</u> Miles		
Senior Center:	Latitude			Longitude		
Name - _____ Address - _____	N _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)	W _____ Degrees	_____ Minutes	_____ Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Senior Center is:				_____ Miles		
Pharmacy:	Latitude			Longitude		
Name - <u>Walgreens</u> Address - <u>1695 N.W. 20th Street</u> <u>Miami, Florida 33142</u>	N <u>25</u> Degrees	<u>47</u> Minutes	<u>42.4</u> Seconds (truncated after 1 decimal place)	W <u>80</u> Degrees	<u>13</u> Minutes	<u>22.7</u> Seconds (truncated after 1 decimal place)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:				<u>0 3 6</u> Miles		

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalties of perjury, I declare that the foregoing statement is true and correct.

  
Signature of Florida Licensed Surveyor

4798  
Florida License Number of Signatory

Charles E. Rossi, P.L.S.  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

## 2013 SURVEYOR CERTIFICATION FORM

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

<sup>1</sup>"Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See Rule 67-48.002, F.A.C.).

<sup>2</sup>"Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development (See Rule 67-48.002, F.A.C.).

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart																											
Service	Location where latitude and longitude coordinates must be obtained																										
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.																										
Transit Services	<p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For SunRail Rail Stations, coordinates must represent either the location where passengers may embark and disembark the train or the coordinates listed below:</p> <table border="1"> <thead> <tr> <th>Station Name</th> <th>Latitude/Longitude Coordinates</th> </tr> </thead> <tbody> <tr> <td>Altamonte Springs Station</td> <td>N 28 39 50.1, W 81 21 23.4</td> </tr> <tr> <td>Church Street Station</td> <td>N 28 32 20.3, W 81 22 50.6</td> </tr> <tr> <td>DeBary Station</td> <td>N 28 51 20.3, W 81 19 24.1</td> </tr> <tr> <td>Florida Hospital Station</td> <td>N 28 34 21.8, W 81 22 17.4</td> </tr> <tr> <td>Lake Mary Station</td> <td>N 28 45 31.8, W 81 19 04.3</td> </tr> <tr> <td>LYNX Central Station</td> <td>N 28 32 52.2, W 81 22 51.0</td> </tr> <tr> <td>Longwood Station</td> <td>N 28 42 04.1, W 81 20 43.4</td> </tr> <tr> <td>Maitland Station</td> <td>N 28 38 03.7, W 81 21 44.7</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>N 28 31 39.5, W 81 22 55.6</td> </tr> <tr> <td>Sand Lake Road Station</td> <td>N 28 27 11.3, W 81 22 1.0</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>N 28 48 49.8, W 81 17 56.9</td> </tr> <tr> <td>Winter Park/Park Ave Station</td> <td>N 28 35 51.5, W 81 21 6.0</td> </tr> </tbody> </table>	Station Name	Latitude/Longitude Coordinates	Altamonte Springs Station	N 28 39 50.1, W 81 21 23.4	Church Street Station	N 28 32 20.3, W 81 22 50.6	DeBary Station	N 28 51 20.3, W 81 19 24.1	Florida Hospital Station	N 28 34 21.8, W 81 22 17.4	Lake Mary Station	N 28 45 31.8, W 81 19 04.3	LYNX Central Station	N 28 32 52.2, W 81 22 51.0	Longwood Station	N 28 42 04.1, W 81 20 43.4	Maitland Station	N 28 38 03.7, W 81 21 44.7	Orlando Amtrak/ORMC Station	N 28 31 39.5, W 81 22 55.6	Sand Lake Road Station	N 28 27 11.3, W 81 22 1.0	Sanford/SR46 Station	N 28 48 49.8, W 81 17 56.9	Winter Park/Park Ave Station	N 28 35 51.5, W 81 21 6.0
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Winter Park/Park Ave Station	N 28 35 51.5, W 81 21 6.0																										

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location. However, there are no other instances in which an Applicant may use identical coordinates or the same location for any other combination of Transit or Community Services.



# Attachment

7

**CONTRACT FOR ASSIGNMENT OF LEASE (WITH PURCHASE OPTION)  
BETWEEN CALPESA HOLDINGS, LLC., AS ASSIGNOR, AND  
GIBRALTAR DEVELOPMENT GROUP, LLC, AS ASSIGNEE**

---

This Contract for Assignment of Lease (With Purchase Option) is among Calpesa Holdings, LLC, a Florida limited liability company ("Assignor" or "Calpesa") and Gibraltar Development Partners, LLC, also a Florida limited liability company ("Assignee" or "Gibraltar") and is dated the 8<sup>th</sup> day of November, 2013. The parties agree as follows:

1. **Lease to be Assigned.** This Contract for Assignment relates to that certain lease attached to the Assignment of Leases that is contained in Exhibit "A" hereto (the "Assignment") and relating to real property with the street address of 1665 NW 24<sup>th</sup> Street and 2401 N.W. 17<sup>th</sup> Avenue, Miami, Florida and the legal description attached in the Assignment attached in Exhibit "A" (the "Property").

2. **Price for the Assignment (with Purchase Option).** The price to be paid at Closing (see definition in paragraph 5, below) of the purchase of the realty (the "Closing") that is the subject of the Lease shall be Three Hundred Thousand Dollars (\$300,000), plus any and all payments under the Lease made by the Assignor and that serve to reduce the purchase price of the realty at Closing.

3. **Inspection and Investigations.** Assignee has inspected the Property and made inquiries with the pertinent governmental authorities and determine that the Property is suitable for development as an affordable housing project.

4. **Covenants, Representations and Warranties of Assignor.** Calpesa hereby covenants, represents and warrants the following to Assignee:

(a) Calpesa is a corporation validly existing, in good standing and qualified to do business under the laws of Florida. It has the full, unrestricted power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Contract. It has taken all necessary action to authorize the execution and delivery of this Contract. It is not now insolvent or the subject of any pending, threatened or contemplated bankruptcy, insolvency or other debtor's relief proceeding.

(b) To the best of its knowledge there are no actions, suits or proceedings pending or threatened against, by or affecting the Assignee in any court or before any government agency relating to the ownership of, or Assignee's ability to assign the Lease (with Purchase Option).

(c) Assignor is presently vested with good, marketable and insurable leasehold interest (with Purchase Option) with respect to the Property, and no person, firm or entity has rights in or to acquire the Lease or any part thereof.

(d) Assignor has not entered into any contracts, leases, subcontracts, arrangements, licenses, concessions, easements, or other agreements, including, without limitation, service arrangements and employment agreements, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof. Assignor shall not enter into any new contract or other agreement affecting the Property, or any portion thereof or the use thereof, without the prior written consent of Assignee.

(e) To the best of Assignor's knowledge, no waste disposal activities have ever been conducted on the Property and there shall be none as of the Closing Date. There are no Hazardous Materials on or affecting the Property which in any manner violate federal, state or local laws, ordinances, rules, regulations and policies.

(f) To the best of Assignor's knowledge, there are no existing judgments relating to the Property and there are no pending or threatened proceedings, claims, suits or demands of any nature whatsoever including any threatened or pending eminent domain or condemnation or actions affecting the Property or access thereto.

(g) To the best of Assignor's knowledge, there are no endangered plant or animal species on the Property.

(l) To the best of Assignor's knowledge, there are no significant archeological sites at the Property which may prevent development of the Property.

(m) To the best of Assignor's knowledge, there are no deferred developer charges to which the Property is subject.


(n) Assignor has received no written notice of, and has no actual knowledge or, any citations or violations of any Governmental Requirement affecting the Property, nor has Assignor received written notice of, or actual knowledge of, any violations of any restrictions or covenants affecting the Property.

5. **Closing.** The closing on the purchase of the Property (the "Closing") shall take place at the office of Alayon & Associates, P.A., 135 San Lorenzo Avenue, Suite 820, Coral Gables, Florida 33146.


6. **Construction.** The parties acknowledge that each has had the opportunity to have this Contract reviewed by counsel, and that the final wording of this Contract and any exhibit attached hereto has been equally participated in by both parties to this Contract. Therefore, in the event of any dispute regarding the meaning of any terms of this Contract, this Contract shall not be construed more harshly against either of the parties nor shall either party be favored in the interpretation of any of the terms of this Contract.

7. **Brokers.** The parties warrant and represent that there are no brokers involved in this transaction and hold each other harmless from and against any costs, fees, damages, claims and liabilities including, without limitation, attorneys' fees through all trial and appellate levels of litigation, arising out of any claim made by any other broker or salesman, claiming by reason of its dealings with a party to this Contract.

ACCEPTED BY CALPESA:

  
\_\_\_\_\_  
Gonzalo de Ramon, Manager

ACCEPTED BY GIBRALTAR:

  
\_\_\_\_\_  
Richard Alayon, Manager

**ASSIGNMENT OF LEASES**

Calpesa Holding, LLC ("CALPESA"), a limited liability company, whose address is 7777 N.W. 146<sup>th</sup> Street, Miami Lakes, Florida 33016 ("Assignor"), in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns, transfers, and sets over unto Gibraltar Development Partners, LLC, a Florida limited liability company ("Assignee"), whose address is 135 San Lorenzo Avenue, Coral Gables, Florida 33146, all of Assignor's right, title, and interest in and to that lease (a copy of which is attached in Schedule "A" hereto and made a part of this Instrument (the "Lease")) from and including November 7, 2013, together with all security deposits and prepaid rents made pursuant to the Lease (the "Deposits") affecting or related to the following property located in Miami-Dade County, Florida (the "Property"):

**26 53 41 1.03 AC W235FT OF N1/2 OF S ½ OF  
NW1/4 OF SW1/4 LESS PORTION PLATTED AS  
PLUMBERS HALL PB 51-85 OR 19444-3958 0900  
2 (2) COC 22023-4372 01 -2004 2, PUBLIC  
RECORDS, MIAMI-DADE COUNTY, FLORIDA**

**(FOLIO NO. 01-3126-000-0110)  
(C/K/A 1665 NW 24 STREET)**

**And**

**26 53 41 .265 AC PLUMBERS HALL PB 51-85  
TRACT 1 OR 19444-3958 0900 2 (2) COC  
22023-4372 01 2004 2 OR 27589-3302 0211 11,  
PUBLIC RECORDS, MIAMI-DADE COUNTY,  
FLORIDA**

**(FOLIO NO. 01-3126-002-0010)  
(C/K/A 2401 NW 17 AVE)**

Assignee hereby agrees to assume all of Assignor's obligations and liabilities under the Leases accruing after November 7, 2013, including, without limitation, all obligations provided under the Lease or by law with respect to the payment of rents. Assignor represents and warrants that (i) Assignor has fully performed all of Assignor's obligations under the Lease through and including November 7, 2013, (ii) there are no other leases or any subleases affecting or related to the Property other than the Lease, (iii) all rents due and owing under the Lease have been paid through November 7, 2013 and (iv) Assignor has paid all Deposits under the Leases through November 7, 2013.

Lessor, LA-JD Financial Services, LLC, a Florida limited liability company, consents to the assignment.


**EXHIBIT "A"**

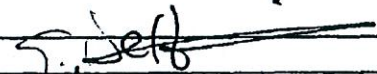
Executed on November 8<sup>th</sup>, 2013.

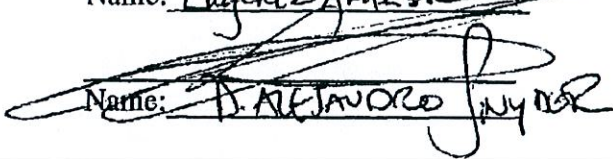
Signed, sealed, and delivered  
in the presence of:

Assignor:

Calpesa Holdings, LLC

  
Name: Eugenia Anderson

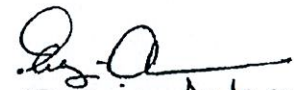
By:   
Name: GONZALO DE RAMON  
its: MANAGER

  
Name: D. ALEJANDRO

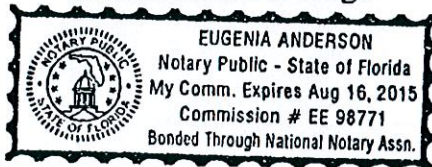
[COMPANY SEAL]

STATE OF FLORIDA        )  
                                      ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Gonzalo De Ramon, [print title] Manager of Calpesa Holdings, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or ~~has produced~~ as identification and did/did not take an oath.

  
Name: Eugenia Anderson  
Commission No.: EE 98771  
Notary Public  
State of Florida at Large

My commission expires:



Signed, sealed, and delivered  
in the presence of:

Assignee:

Gibraltar Development Partners, LLC

[Signature]  
Name: Eugenia Anderson

[Signature]  
By: Manager  
Name: Richard Alayan  
Its: manager

[Signature]  
Name: D. Raymond J. [unclear]

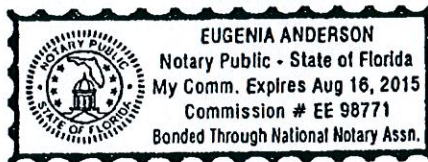
[COMPANY SEAL]

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Richard Alayan, [print title] Manager of Gibraltar Development Partners, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced ~~as identification and did/did not take an oath.~~

[Signature]  
Name: Eugenia Anderson  
Commission No.: EE 98771  
Notary Public  
State of Florida at Large

My commission expires:



Assignor:

Signed, sealed, and delivered  
in the presence of:

LA-JD Financial Services, LLC

*[Signature]*  
By: JULIO DIAZ  
Name:  
its: MANAGING MEMBER

*[Signature]*  
Name: GONZALO JERAMON

*[Signature]*  
Name: Lianette Gonzalez

[COMPANY SEAL]

STATE OF FLORIDA         )  
  ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Julio Diaz, [print title] Managing Member of LA-JD Financial Serves, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



Name: Lianette Gonzalez  
Commission No.: EE 138249  
Notary Public  
State of Florida at Large

## GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into as of the Date of this Lease, by and between LA-JD FINANCIAL SERVICES, LLC., a Florida limited liability company ("Landlord") and CALPESA HOLDINGS, LLC., a Florida limited liability company or its assigns ("Tenant"). "Date of this Lease" means the date on which the last one of the Landlord and Tenant has signed this Lease.

### WITNESSETH:

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises.

1. **BASIC LEASE INFORMATION AND DEFINED TERMS.** The key business terms of this Lease and the defined terms used in this Lease are as follows:
  - 1.1 Landlord. LA-JD FINANCIAL SERVICES, LLC., a Florida limited liability company.
  - 1.2 Tenant. CALPESA HOLDINGS, LLC., a Florida limited liability company or its assigns.
  - 1.3 General Grant. Landlord hereby demises and leases to Tenant on a triple net basis and Tenant hereby hires and rents from Landlord the Premises (as described below), from the ground up to the heavens, including but not limited to any and all air rights, upon the terms, covenants and conditions set forth herein. Landlord shall permit and Tenant shall take possession and occupy the Premises on the Date of this Lease. Upon the Date of this Lease, Tenant shall be entitled to receive all income from the Premises and will be responsible for all maintenance, utilities and taxes assessed against the Premises as well as any and all costs and expenses relating to the Premises. This shall be a triple net lease.
  - 1.4 Premises. The land and appurtenances located at 1665 NW 24 ST and 2401 NW 17 AVE, Miami, Florida, and more particularly described in the legal description attached as EXHIBIT "A".
  - 1.5 Commencement Date. October 1, 2012.
  - 1.6 Lease Term. Sixth five (65) years, as extended or sooner terminated under the terms of this Lease (see Term article in Lease). If the Commencement Date falls on a day other than the first day of a month, the first year of the Lease Term shall commence on the first day of the month immediately following the

mf. "Schedule A"

JP



Commencement Date.

1.7 Base Rent. The following amounts:

<u>Period</u>	<u>Rate P/S/F/ Per Annum</u>	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
Annually	N/A	\$8,333.00	\$100,000.00

Base Rent amounts do not include applicable sales tax.

1.8 Intentionally Omitted.

1.9 Tenant's Notice Address. 3301 NE 1<sup>st</sup> Avenue, Suite M-501, Miami, Florida 33137

1.10 Landlord's Notice Address. 9240 SW 72st #108, Miami, Florida 33173

1.11 Intentionally Omitted

1.12 Intentionally Omitted.

1.14. Business Days. All days other than Saturdays, Sundays, or Legal Holidays.

1.15. Legal Holidays. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1.16 Maximum Rates. The highest rate of interest permitted under applicable law.

1.17 Prime Rate. The per annum interest rate as published in the Wall Street Journal from time to time as the "prime rate."

1.13 Right to Purchase. Tenant has a right to purchase the property in accordance with Section 36 of this Lease.

1.14 Purchase Price. \$1,200,000.00, subject to adjustments as provided in Section 36 of this Lease.

2. TERM.

2.1 General. Tenant will have and hold the Premises for the Lease Term. The Lease Term will commence on the Commencement Date.

2.2 Due Diligence/Approvals. Review of the following:

2.2.1 All contracts, leases, subcontracts, arrangements, licenses, concessions, service arrangements, employment contracts or agreements, brokerage agreements, mortgages and any and all other contracts or agreements, if any, whether written or oral, recorded or unrecorded, which will continue after the Date of this Lease to affect the Property, or any portion thereof, or the use thereof;

2.2.2 Copies of any surveys, engineering studies, soil tests and other tests relating to the Property, and transportation, environmental or zoning reports, studies or reviews covering or relating to the Property in Landlord's possession or control (the "Studies"). This provision does not impose upon Landlord any obligation to produce any Studies or tests which are not currently in its possession;

2.2.3 All existing permits, licenses or approvals issued by any board, association, government body or agency having jurisdiction over the Property, related to the ownership and/or operation of the Property.

3. USE. Tenant will use and occupy the Premises only for activities legally permitted by law.

4. RENT.

4.1 Base Rent. Tenant will pay to Landlord in lawful United States currency the Rent. All Base Rent will be payable in equal monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, will be denominated as additional rent. Except as otherwise provided, all additional rent payments are due 10 days after delivery of an invoice. Landlord will have the same rights and remedies for defaults in the payment of additional rent as provided in this Lease for defaults in the payment of Base Rent. Tenant will pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent under this Lease. The term "Rent" when used in this Lease includes Base Rent and all forms of additional rent. All Rent must be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord will designate in writing to Tenant. Tenant's obligations to pay

Rent are covenants independent of the Landlord's obligations under this Lease.

Tenant will pay to Landlord on the execution of this Lease by Tenant, the sum of \$8,333.33, as payment in advance of the installments of Base Rent and additional rent for Operating Costs for the first month of the Lease Term.

4.2 Intentionally Omitted.

4.3 Net Lease. The Rent will be absolutely net to Landlord, free of any expense, charge or other deduction whatsoever with respect to the Premises and/or the ownership, leasing, operation, management, maintenance, repair, replacement, use, or occupation of it, or any portion of it (including any and all fees and charges payable with respect to the Building and to any association established in connection with it), except as otherwise specifically provided in this Lease. Landlord is not required to furnish any service or facility whatsoever to the Premises, or make any payment of any kind whatsoever or be obligated or liable under this Lease, except as specifically set forth in this Lease. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance, and management of the Premises and any portion of them except as otherwise specifically provided for in this Lease. Landlord will not be responsible for any loss or damage to any property of Tenant or any subtenant, franchisee, concessionaire, or other user or occupant of all or any portion of the Premises.

This is an absolutely net lease and, except as otherwise specifically provided in this Lease: (a) this Lease will not terminate nor will Tenant have any right to terminate this Lease, except upon sixty (60) days of written notice to the Landlord; (b) Tenant will not for any reason whatsoever be entitled to any abatement, deduction, deferment, suspension, or reduction of, or set-off, defense, or counterclaim against, any rent, charge or other sums payable by Tenant under this Lease; (c) the respective obligations of Landlord and Tenant will not be affected by reason of damage to or destruction of all or any portion of the Premises from whatever cause, any taking by condemnation, eminent domain, or agreement between Landlord and those authorized to exercise such rights, the lawful or unlawful prohibition of Tenant's use of all or any portion of the Premises, any default or breach of any warranty by Landlord under this Lease or any other agreement between Landlord and Tenant, or for any other cause whether similar or dissimilar to the foregoing. It is the intention of the parties that the obligations of Landlord and Tenant under this Lease will be separate and

independent covenants and agreements and that the Rent and all other charges will continue to be payable in all events, unless the obligation to pay is terminated under the express terms of this Lease. Tenant covenants and agrees that it will remain obligated under this Lease in accordance with its terms and that it will not take any action (except as expressly provided in this Lease) to terminate, cancel, rescind, or void this Lease for any reason whatsoever, including without limitation, any bankruptcy, insolvency, reorganization, composition, liquidation, dissolution, or other proceedings affecting Landlord or any assignee of, or successor to, Landlord and notwithstanding any action with respect to this Lease that may be taken by a trustee or receiver of Landlord or any assignee of or successor to Landlord or by any court in any proceeding.

5. OPERATING COSTS.

5.1 General. This is a total net Lease to Landlord, and Landlord has no obligation or responsibility as to the Real Estate Taxes, repair and maintenance of the Premises or any costs for them. Tenant will be solely responsible for all Real Estate Taxes, maintenance and repairs, and replacement relating to the Premises, including all amounts due under easements or other recorded agreements affecting the Premises, including assessments paid to property owners' association (collectively, the "Operating Costs").

5.2 Real Estate Taxes. The term "Real Estate Taxes" means the total of all taxes, assessments, excises, levies, and other charges by any governmental or quasi-governmental authority, which are general or special, ordinary or extraordinary, foreseen or unforeseen, or of any kind and nature whatsoever, and which will during or in respect to the Lease Term, be assessed, levied, charged, confirmed, or imposed on, or become due and payable out of, or become a lien on the Premises or appurtenances or facilities used in connection with the Premises. Real Estate Taxes will specifically include all ad valorem taxes, personal property taxes, transit taxes, special or extraordinary assessments, government levies, and all other taxes or other similar charges, if any, which are levied, assessed, or imposed on, or become due and payable in connection with the Premises or appurtenances or facilities used in connection with the Premises. Provided, however, that the following taxes are excluded from Real Estate Taxes (unless they are or will become substitute taxes as provided in this section): any franchise, excise, income, gross receipts, profits, or similar tax assessed on or relating to the income of Landlord, and any capital levy, estate, gift, inheritance, transfer, or similar tax assessed by reason of any inheritance, devise, gift, or transfer of any estate in the

Premises by Landlord. If, because of a future change in the method of taxation or in the taxing authority, or for any other reason, a franchise, income, transit, gross receipts, profits, or other tax or governmental imposition, however designated, will be levied against Landlord in substitution in whole or in part for the Real Estate Taxes, or instead of additions to or increases of Real Estate Taxes, or otherwise as a result of or based on or arising out of the ownership, use, or operation of the Premises, then the franchise, income, transit, gross receipts, profits, or other tax or governmental imposition will be deemed to be included within the definition of Real Estate Taxes. As to special assessments that are payable over a period of time extending beyond the Lease Term, only a pro rata portion of the special assessments, covering the portion of the Lease Term that is unexpired at the time of the imposition of the assessment, will be included in Real Estate Taxes. If, by law, any assessment may be paid in installments, then, for the purposes of this Lease, (a) the assessment will be deemed to have been payable in the maximum number of installments permitted by law, and (b) there will be included in Real Estate Taxes, for each year in which the installments may be paid, the installments so becoming payable during that year, together with any interest payable on the assessments during the year. Real Estate Taxes will also include all costs incurred by Landlord in contesting the amount of the assessment of the Premises made for Real Estate Tax purposes, including attorneys', accountants', consultants', and appraisers' fees. The Real Estate Taxes for the first year and the last year of the lease term will be pro-rated.

5.3 Intentionally Omitted

5.4 Contest. Tenant or its designees will have the right to contest or review all Real Estate Taxes by legal proceedings ("Contest Proceedings"). If instituted, Tenant or its designees will conduct Contest Proceedings promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord, and Landlord will execute all documents necessary to accomplish the proceeding. This right is subject to the following: (a) Tenant must notify Landlord, in accordance with the notice provisions in this Lease, before pursuing any Contest Proceedings; (b) as of the date Tenant gives Landlord notice of its intent to pursue Contest Proceedings, Tenant must not be in default beyond any cure period under this Lease and no event, with which the passage of time or giving of notice would constitute an event of default under this Lease, may have occurred; (c) the Contest Proceedings do not involve any material danger, in Landlord's reasonable opinion, of the forfeiture or loss of the

Premises or the imposition of civil or criminal liability on Landlord; (d) the Contest Proceedings are commenced in good faith and diligently prosecuted to completion through appropriate proceedings at Tenant's sole cost; (e) Tenant may not commence a lawsuit to contest the assessed value of the Premises without Landlord's consent, which will not be unreasonably withheld or delayed. In the event any such lawsuit is filed, Tenant must provide to Landlord a surety bond, letter of credit, or cash security in the amount of the taxes claimed by the taxing authorities, unless Tenant has paid the full amount of the contested taxes before or at the time of filing the lawsuit; and (f) Tenant must pay and discharge any amounts that are levied, assessed, or imposed against the Premises, including all penalties, fines, interest, attorneys' fees, and costs as a result of the Contest Proceedings and must provide proof of payment to Landlord within 60 days of the termination of the Contest Proceedings. Notwithstanding the foregoing, Tenant must promptly pay all Real Estate Taxes if at any time the Premises are subject to an impending forfeiture. The legal proceedings referred to in this section include appropriate proceedings and appeals from any judgments, decrees, or orders. In the event of any reduction, cancellation, or discharge, Tenant will pay the amount finally adjudicated to be due and payable on any such contested Real Estate Taxes.

6. ASSIGNMENT OR SUBLETTING.

6.1 General. Tenant may without the consent of Landlord but subject to this Article 6, assign, transfer, or sublease (in whole or in part or parts) this Lease or its rights under this Lease (in whole or in part or parts) only to an Affiliate of the Tenant. Tenant will give to Landlord written notice of any such assignment, transfer, or sublease, together with the identity of the assignee, transferee, or sub-lessee, on or before the effective date of the transfer. Tenant's right to assign, transfer, or sublease in accordance with this section will be a continuing right and will not be exhausted by a single exercise. Upon any such assignment, transfer, or sublease, Tenant will not be relieved of its obligations under this Lease and will remain primarily liable under this Lease. Any such assignment, transfer, or sublease will be subject to all of the terms of this Lease, including the use restrictions. Any assignment, transfer or sublease, other than the assignment to an Affiliate may be made by the Tenant only with the consent of the Landlord, which consent will not be unreasonable withheld, conditioned or delayed. For purposes of this Lease, Affiliate means (i) Gonzalo DeRamon or any member of his immediate family or (ii) any entity of which a majority of the voting interests is owned by Gonzalo

DeRamon..

- 6.2 **Continuing Liability.** Tenant will remain liable to Landlord for the prompt and continuing payment of all Rent payable under this Lease following the transfer. The joint and several liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, will not in any way be discharged, released, or impaired by any agreement that modifies any of the rights or obligations of the parties under this Lease or any waiver of, or failure to enforce, any obligation in this Lease.
- 6.3 **Landlord Transfer.** Landlord may assign or encumber its interest under this Lease. If any portion of the Premises is sold, transferred, or leased, or if Landlord's interest in any underlying lease of the Premises is transferred or sold, Landlord will be relieved of all existing and future obligations and liabilities under this Lease, provided that the purchaser, transferee, or tenant of the Premises assumes in writing those obligations and liabilities.

7. **INSURANCE.**

- 7.1 **Tenant's Insurance.** Tenant must obtain and keep in full force and effect the following insurance coverage: (a) insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance; (b) property insurance on the causes of loss-special form, in an amount adequate to cover 100% of the replacement costs of all improvements on the Premises and all of Tenant's property at the Premises; (c) insurance against loss or damage by explosion of steam boiler, pressure vessels, or similar apparatus, now or hereafter installed on the Premises, with coverage in such amounts as Landlord may from time to time reasonably require; and (d) workers' compensation insurance in the amount required by law and employer's liability coverage of \$1 million per occurrence and covering all persons employed, directly or indirectly, in connection with Tenant's business or the Initial Improvements or any future Alterations. The commercial general liability insurance policy will be written on an occurrence basis and contain coverage at least as broad as that provided under the then most current Insurance Services Office commercial general liability insurance form which provides the broadest coverage. The commercial general liability insurance coverage will be in an initial amount of not less than \$500,000.00 per occurrence limit, \$2 million general aggregate limit.

- 7.2 Construction. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant must obtain and maintain, at its expense, or Tenant will require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation insurance as required by law in the State where the Premises are located, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), and automobile and commercial general liability insurance (including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage coverage, and contractor's protective liability) written on an occurrence basis with a minimum limit of \$3 million per occurrence, which coverage limits may be effected with umbrella coverage.
- 7.3 Insurance Requirements. All insurance policies must be written with insurance companies and coverage limits acceptable to Landlord and having a policyholder rating of at least "A" and a financial-size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability insurance policy must name Landlord and Landlord's directors, officers, partners, agents, employees, and managing agent, as additional insureds and must provide that coverage may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without 30 days' advance notice to Landlord. The minimum limits of insurance specified in this article will in no way limit or diminish Tenant's liability under this Lease. Tenant will furnish to Landlord, not less than 15 days before the date the insurance is first required to be carried by Tenant, and thereafter at least 15 days before the expiration of each policy, true and correct photocopies of all insurance policies required under this article, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 25 for Commercial General Liability and the 2003 edition of ACORD 28 for Property, with copies of the declaration pages for each required policy or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy.
- 7.4 Waiver of Subrogation. Landlord and Tenant each expressly, knowingly, and



voluntarily waive and release any claims that they may have against the other or the other's employees, agents, or contractors for damage to its properties and loss of business (specifically including loss of rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), to the extent any such claims are covered by the workers' compensation, employer's liability, or property, rental income, business income, or extra expense insurance described in this Lease, or other property insurance that either party may carry at the time of an occurrence. Landlord and Tenant will each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, and property, rental income, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section will control over any other provisions of this Lease in conflict with it and will survive the expiration or sooner termination of this Lease.

8. DEFAULT.

8.1 Events of Default. Each of the following will be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due within ten days after the date such payment is due; (b) Tenant fails to perform any other obligation under this Lease; (c) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (e) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings; or (f) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process. Subsections 8.1(c) through (f) are sometimes referred to in this Lease as "Noncurable Defaults."

8.2 Grace Periods.

8.2.1 Nonmonetary Defaults. "Emergency" means the threat of imminent injury or damage to persons or property or the imminent imposition of a civil or

criminal fine or penalty. Provided the default does not involve an Emergency that must be addressed in a shorter time frame, Tenant will have a period of 30 days after notice from Landlord of a Nonmonetary Default in which to cure the default. In addition, provided that the default does not involve an emergency that must be addressed in a shorter time frame, this grace period may be extended if the default is of a nature that it cannot be completely cured within such grace period solely as a result of nonfinancial circumstances outside of Tenant's control, provided that Tenant has promptly commenced all appropriate actions to cure the default within such grace period and those actions are thereafter diligently and continuously pursued by Tenant in good faith. If the Nonmonetary Default is not cured before the expiration of the grace period, as extended, then Landlord may pursue any or all of its remedies.

8.2.2 Statutory Notices. The notices of defaults to be given under this section may be the same as the notice required under section 83.20, Florida Statutes, or any successor statute, and this Lease will not be construed to require Landlord to give two separate notices to Tenant before proceeding with any remedies.

8.2.3 Default Status. Tenant will not be considered in default under this Lease until any applicable grace period has expired without the applicable event of default having been cured.

8.2.4 Noncurable Defaults. If a Leasehold Mortgagee (as defined in the Subordination article of this Lease) cannot cure a Noncurable Default, the Leasehold Mortgagee will be entitled to obtain a new lease from Landlord on the same terms and conditions as this Lease for the remainder of the Lease Term. Further-more, any and all buildings and improvements owned by Tenant before such termination will automatically pass to, vest in, and belong to such Leasehold Mortgagee, and will not become the property of Landlord unless and until the final expiration or sooner termination of this Lease not followed by a new lease.

8.3 Landlord's Remedies. If Tenant defaults, Landlord will have all remedies available at law or in equity. Notwithstanding the foregoing, Landlord agrees that Tenant has 30 days after commencement by Landlord of any proceedings to file an appropriate pleading in the action initiated by Landlord to contest the claim of default or to cure such default; no action will be taken by Landlord during such

30-day period to regain possession of the Premises from Tenant or to terminate this Lease. If the default is not cured, Landlord's rights and Tenant's obligations will be resolved by the final determination made by the court in which Landlord's proceedings were initiated. For the purpose hereof, a "final determination" occurs when the judgment or order entered can be enforced by issuance of a writ of possession or otherwise, and no such judgment or order will be considered final for purposes of this section during the pendency of a stay of execution in connection with an appeal. Notwithstanding anything in this section to the contrary, if there is a Monetary Default that arises out of a dispute as to an amount owed, this Lease will not terminate if Tenant pays to Landlord the amount the court determines to be owed, within the period of time permitted by law, or ten days after such determination if no such grace period is permitted. Landlord will not be required to give to Tenant any notice of a default, other than the notices described above, before Landlord's exercise of its remedies under this Lease.

8.4 Notices to Leasehold Mortgagee/Right to Cure. Landlord will send to Tenant's Leasehold Mortgagee of which Landlord has been given written notice, by certified or registered mail, a copy of any notice to Tenant of a default by Tenant under this Lease at the same time as and whenever any such notice of default will be given by Landlord to Tenant, addressed to Leasehold Mortgagee at the address furnished to Landlord by such Leasehold Mortgagee. No notice by Landlord will be deemed to have been given unless and until a copy of it has been so given to and received by Leasehold Mortgagee. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by Leasehold Mortgagee of any obligation on Tenant's part to be performed under this Lease with the same force and effect as though performed by Tenant.

8.4.1 Notwithstanding anything provided to the contrary, this Lease will not be terminated because of a default or breach on the part of Tenant until and unless:

- (a) Notice of any such default or breach has been delivered to Leasehold Mortgagee in accordance with the provisions of this article;
- (b) With respect to a Monetary Default, Leasehold Mortgagee has not cured such default or breach within 30 days following the expiration of any of Tenant's notice and cure period set forth in this Lease; and
- (c) With respect to a Nonmonetary Default, Leasehold Mortgagee has not

cured such default within 45 days following the expiration of any of Tenant's notice and cure periods set forth in this Lease or, if such default is curable but cannot be cured within such time period, (i) Leasehold Mortgagee has not notified Landlord within such time period that it intends to cure such default, (ii) Leasehold Mortgagee has not diligently commenced to cure such default, (iii) Leasehold Mortgagee does not prosecute such cure to completion within 90 days following the expiration of Tenant's cure period, or (iv) Leasehold Mortgagee has not complied with all other terms of this Lease during such cure period, including, but not limited to, payment of Rent and all other amounts payable under this Lease.

8.4.2 If Leasehold Mortgagee is unable to cure any Nonmonetary Default without obtaining possession of the Premises and Leasehold Mortgagee determines to foreclose the Leasehold Mortgage, or to acquire the leasehold, or to succeed to Tenant's possessory rights with respect to the leasehold, or to appoint a receiver before it effectuates the cure of any default by Tenant (that it is unable to cure without obtaining possession of the Premises), the cure periods set forth above will be extended by any period during which foreclosure proceedings, or legal proceedings to succeed to Tenant's possessory rights, or proceedings to appoint the receiver, are conducted, as the case may be. Any such proceedings will be commenced promptly after the notice of default is delivered to Leasehold Mortgagee and will be diligently prosecuted. Promptly after Leasehold Mortgagee acquires the leasehold pursuant to foreclosure proceedings or otherwise, or succeeds to Tenant's possessory rights, or promptly after a receiver is appointed, as the case may be, Leasehold Mortgagee will cure the default.

8.5 Acceleration. If Tenant defaults, Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). If Landlord exercises its remedy to retake possession of the Premises and collects from Tenant all forms of Rent owed for the remainder of the Lease Term, Landlord will account to Tenant, at the date of the expiration of the Lease Term, for the net amounts actually collected by Landlord as a result of a reletting, net of the

Tenant's obligations as specified above.

- 8.6 **Landlord's Right to Perform.** If Tenant defaults, Landlord may, but will have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred will be paid by Tenant to Landlord within five days of rendition of a bill or statement to Tenant.
- 8.7 **Jurisdiction and Venue.** Any legal action or proceeding arising out of or in any way connected with this Lease will be instituted in a court (federal or state) located in Miami-Dade County, Florida which will be the exclusive jurisdiction and venue for litigation concerning this Lease. Landlord and Tenant will be subject to the jurisdiction of those courts in any legal action or proceeding. The execution of this Lease and performance of its obligations by Tenant, for purposes of personal or long-arm jurisdiction, constitute doing business in the state of Florida pursuant to section 48.193, Florida Statutes. In addition, Landlord and Tenant waive any objection that they may now or hereafter have to the laying of venue of any action or proceeding in those courts, and further waive the right to plead or claim that any action or proceeding brought in any of those courts has been brought in an inconvenient forum.
- 8.8 **Late Charges.** If any payment due Landlord under this Lease is not paid within five days of the date when due, Tenant must pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payment, or (b) \$250.
- 8.9 **Interest.** All payments due Landlord not paid when due will bear interest at the lesser of (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by the Landlord.
- 8.10 **Limitation of Remedies; Exculpation.** Tenant waives all remedies for defaults by Landlord and all claims under any indemnities granted by Landlord under this Lease based on loss of business or profits or for other consequential damages or for punitive or special damages of any kind or, except as specifically provided in this Lease, to terminate this Lease. None of Landlord's officers, employees, agents, directors, shareholders, partners, or affiliates will ever have any personal liability to Tenant under this Lease. Tenant will look solely to Landlord's estate

and interest in the Premises for the satisfaction of any right or remedy of Tenant under this Lease, or for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord. No other property or assets of Landlord or its principals will be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's rights or remedies under this Lease, the relationship of Landlord and Tenant under this Lease, Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant of whatever kind or nature. No act or omission of Landlord or its agents will constitute an actual or constructive eviction of Tenant unless Landlord has first received notice of Tenant's claim and has failed to cure it after having been afforded a reasonable time to do so, which will not be less than 30 days.

9. ALTERATIONS.

9.1 General. "Alterations" means any alteration, addition, or improvement to the Premises of any kind or nature, including the Initial Improvements. Tenant's construction of initial improvements to the Premises (the "Initial Improvements") will be subject to Landlord's review and consent, which consent will not be unreasonably withheld. Landlord will not be liable for any design defects relating to any Alterations. The approval by Landlord of any Alterations and any approval by Landlord of any plans and specifications therefor will not: (a) imply Landlord's approval of the plans and specifications as to quality of design or fitness of any material or device used; (b) imply that the plans and specifications are in compliance with any codes or other requirements of governmental authority (it being agreed that compliance with these requirements is solely Tenant's responsibility); (c) impose any liability on Landlord to Tenant or any third party; or (d) serve as a waiver or forfeiture of any right of Landlord. After construction of the Initial Improvements, Tenant will have the right, at its own cost and expense, to construct, at any time and from time to time, such Alterations as Tenant will from time to time determine. Landlord's approval will not be necessary for any such improvements as long as the character and quality of the improvements are consistent with the Initial Improvements.

9.2 Cooperation. At Tenant's sole cost, Landlord agrees to co-operate reasonably with Tenant (including by timely signing applications) in obtaining any necessary governmental approvals for any work (including sign installation) that Tenant is permitted to perform under this Lease. Tenant will, promptly on receipt of them, furnish to Landlord copies of any and all written inspections, examinations, evaluations, studies, tests, surveys, reports, approvals, permits, or

other written matters obtained by Tenant in connection with its improvements to or inspections of the Premises.

- 9.3 Tenant's Costs/Title to Improvements. Tenant will pay the entire cost of all Alterations. Title to the Alterations will automatically vest in Tenant until the expiration or sooner termination of the Lease Term, whereupon title to the Alterations will automatically pass to, vest in, and become the absolute property of Landlord, subject to the rights of any Leasehold Mortgagee. If requested, Tenant will convey the Alterations to Landlord by special warranty deed upon the expiration or sooner termination of the Lease Term.

10. LIENS.

- 10.1. The interest of Landlord in the Premises will not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. This exculpation is made with express reference to section 713.10, Florida Statutes. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant will cause it to be discharged of record or properly transferred to a bond under section 713.24, Florida Statutes, within 10 days after notice to Tenant. Furthermore, Tenant will indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant will notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises will not be subject to liens.

- 10.2 The Landlord will keep the fee free from any liens, including taxes or other impositions that could interfere with the Tenant's interest in the Premises. In the event any lien arises on the Property and that lien threatens the Tenant's enjoyment of its rights in the Premises. Tenant may satisfy such lien and set off the payment of such lien from future Rent payments.

11. Intentionally Omitted.

12. ENVIRONMENTAL LAWS.

- 12.1 Compliance with Laws. "Environmental Laws" means all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the

activities conducted on the Premises. Tenant's use of, and activities on, the Premises must be conducted in compliance with all Environmental Laws. If any of Tenant's activities require the use of "hazardous" or "toxic" substances, as those terms are defined by any of the Environmental Laws, then Tenant represents and warrants to Landlord that Tenant has received all permits and approvals required under the Environmental Laws concerning the toxic or hazardous substances. Tenant must maintain the Premises in a "clean" condition during the Lease Term. As used in this article, the term "clean" means that the Premises are in complete compliance with the Environmental Laws and this Lease.

- 12.2 **Tenant's Breach.** If Tenant breaches any of its obligations contained in this article or fails to notify Landlord of the release of any hazardous or toxic substances from the Premises, then, in addition to all other rights and remedies available to Landlord, Landlord has the right to initiate a cleanup of the Premises, in which case Landlord will be reimbursed by Tenant for, and indemnified by Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with the cleanup (including all reasonable attorneys' fees) by Landlord. In the alternative, Landlord may require Tenant to clean up the Premises and to fully indemnify and hold Landlord harmless from any and all losses, liabilities, expenses (including but not limited to reasonable attorneys' fees), and costs incurred by Landlord in connection with Tenant's cleanup action. Notwithstanding anything in this article, Tenant agrees to pay, and will indemnify, defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this article, and as a result of any contamination of the Premises because of Tenant's use of hazardous or toxic substances on the Premises.
- 12.3 **Ongoing Use of Hazardous Substances.** If Tenant's operations require the ongoing use of hazardous or toxic substances, then Tenant must supply Landlord with copies of reports and any other monitoring information required by the Environmental Laws. As used in this article, "Premises" means and refers to the property that is the subject of this Lease as well as any portion of the Premises that may be damaged or contaminated by the release of any toxic or hazardous substance.
- 12.4 **Survival.** This article will survive the expiration or sooner termination of this Lease.



13. CASUALTY DAMAGE.

- 13.1 Restoration Obligations. Subject to the following section, if during the term of this Lease, the buildings or other improvements on the Premises are damaged or destroyed by fire or other casualty, Tenant will fully repair or restore them at its sole cost and expense. The repair or restoration work, which will be completed with due diligence, must be commenced within a reasonable time after the loss occurs. Base Rent and all other additional rent under this Lease will not abate while the buildings and other improvements are being repaired or restored.
- 13.2 End of Term. If, during the last two years of the Lease Term, the buildings or improvements are damaged by fire or other casualty, then Tenant has the option, to be exercised within 90 days after such event, to:
- 13.2.1 elect to repair or restore as provided above; or
- 13.2.2 promptly clear all debris and surrender possession of the Premises to Landlord and assign to Landlord (or, if already received by Tenant, pay to Landlord) all of its right, title, and interest in all of the proceeds from Tenant's casualty insurance applicable to the damage to the improvements, to the extent such proceeds are not allocable to clearing the debris and damage. On such assignment or payment to Landlord, Landlord and Tenant will be relieved from any further obligations under this Lease except those that survive any such termination.
- 13.3 Override. The rights given Tenant under this article are in lieu of and override any rights that Tenant may have by statute or under other applicable law.

14. CONDEMNATION.

- 14.1 Definition of Taking. For purposes of this article, any of the following three events will be deemed a "Taking": (a) if any part of the Premises is taken or condemned through the exercise of the power of eminent domain by any governmental or private board, body, or agency having the right to exercise such power; (b) if any part of the Premises is conveyed to any condemning authority under threat of condemnation before or after proceedings have been commenced to acquire the property by the condemning authority; or (c) if a "Taking" is judicially declared in any proceeding in which Landlord is a party.
- 14.2 Total Taking. In the event of a Taking of all of the Premises, this Lease will

terminate on the date on which possession of the Premises is delivered to the condemning authority (the "Condemnation Date"), and Rent will be apportioned and paid to the Condemnation Date.

14.3 Partial Taking. If a Taking affects less than all but nevertheless a material portion of the Premises which will render the Premises unsuitable for restoration for continued use and occupancy in Tenant's business, then Tenant may, not later than 90 days after such occurrence, deliver to Landlord: (a) notice of Tenant's intention to terminate this Lease on a business day specified in such notice (the "Lease Termination Date"), which occurs not less than 30 days after the delivery of such notice, provided, however, if the interest of Tenant under this Lease will then be encumbered by a Leasehold Mortgage, Leasehold Mortgagee has consented in writing to the giving of such notice; and (b) a certificate of Tenant describing the event giving rise to such termination. Any dispute between the parties as to whether the Taking renders the Premises unsuitable for restoration for continued use and occupancy in Tenant's business will be settled by arbitration in accordance with the nonexpedited procedures of the Commercial Arbitration Rules of the American Arbitration Association then in force, with the following exceptions. There will be a single arbitrator selected by the American Arbitration Association who must be independent of the parties and must have at least ten years experience in commercial leasing matters. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator must set forth in any award rendered findings of fact and conclusions of law supporting the decision. The arbitration hearing will be held in Miami-Dade County, Florida. This Lease will terminate on the Lease Termination Date, except with respect to obligations and liabilities of Tenant under this Lease, actual or contingent, that have arisen on or before the Lease Termination Date, on payment of all Rent and other sums then due and payable under this Lease to and including the Lease Termination Date.

14.4 Allocation of Award. Landlord and Tenant agree that any award or compensation on account of a Taking will be allocated as follows:

14.4.1 Tenant receives that portion of the award or compensation allocable to its leasehold estate and all awards for any improvements located on the Premises, subject to Landlord's right to receive the reversionary estate interest in such improvements; and

14.4.2 Landlord will be entitled to receive that portion of the award or

compensation allocable to its reversionary estate, as encumbered by this Lease.

- 14.5 **Condemnation Proceedings.** Both Landlord and Tenant may appear in any such proceeding or action, to negotiate, prosecute, and adjust any claim for any award or compensation on account of any Taking as it relates to their respective interests in the Premises. All amounts paid in connection with any Taking of the Premises will be applied pursuant to this article, and all such amounts are defined as the "Award." Landlord will have no interest in any Award or any portion of it made in respect of Tenant's leasehold estate or the improvements, except as to its reversionary interest in them, all of which will belong to and be paid to Tenant. However, any claim or interest by Leasehold Mortgagee will be deducted from Tenant's Award and will not reduce any compensation granted to Landlord, and Tenant will have no interest in any Award or any portion of it made in respect of the Landlord's reversionary estate.
- 14.6 **Continuation.** If a Taking of the Premises or any part of it occurs, but Tenant does not give notice of its intention to terminate this Lease as provided in this article, then this Lease will continue in full force and effect. Any Award payable for such Taking will be allocated between Landlord and Tenant in accordance with this article, and Tenant will promptly repair and restore the Premises to the same condition (as nearly as practicable) as existed immediately before the Taking (assuming for this purpose that the Premises were in compliance with the terms of this Lease). In the event of any temporary Taking, this Lease will remain in full force and effect, and Tenant will be entitled to receive the Award allocable to such temporary Taking; except that such portion of the Award allocable to the period after the expiration or termination of the Lease Term must be paid to Landlord.
15. **REPAIR AND MAINTENANCE.** Landlord will have no maintenance obligation concerning the Premises and no obligation to make any repairs or replacements, in, on, or to the Premises. Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, and maintenance of the Premises, including all improvements, throughout the Lease Term. Tenant will maintain the Premises and all improvements and buildings in good repair and in a clean, attractive, first-class condition. Tenant will not commit or allow to be committed any waste on any portion of the Premises.
16. **ESTOPPEL CERTIFICATES.** From time to time, Landlord or Tenant, on not less than

ten Business Days' prior notice from the requesting party or its mortgagee, will execute and deliver an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to the requesting party and any mortgagee or prospective mortgagee or purchaser of the interest of the requesting party. Tenant will, without expense to Landlord, deliver to Landlord within ten days after request by Landlord an annual balance sheet and profit-and-loss statement prepared and certified by an independent certified public accountant, and such interim balance sheets and profit-and-loss statements as may be reasonably required by Landlord.

17. SUBORDINATION/MORTGAGING OF FEE AND LEASEHOLD ESTATE.

17.1 Leasehold Mortgage. Tenant may, without the consent of Landlord, mortgage or otherwise encumber Tenant's lease-hold estate (which mortgage or other encumbrance is herein-after referred to as the "Leasehold Mortgage") to secure a loan from an "Institutional Mortgagee." "Institutional Mortgagee" means any insurance company, federal, national, or state bank or savings and loan association, pension fund, real estate investment trust, and any other generally recognized institutional lender. The mortgagee under the Leasehold Mortgage or the other holders of the indebtedness secured by the Leasehold Mortgage (the "Leasehold Mortgage") will notify Landlord (and any mortgagee of Landlord), in the manner provided for the giving of notice, of the execution of such Leasehold Mortgage and the name and place for service of notice upon such Leasehold Mortgagee.

17.2 Subordination. This Lease is and will be subject and subordinate to any ground, overriding, or underlying leases and the rights of the landlords under those leases, to all mortgages that may now or hereafter affect the leases or the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the leases and mortgages. However, Tenant agrees that any such landlord or mortgagee will have the right at any time to subordinate its interest in any ground, overriding, or underlying lease, or mortgage, as the case may be, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease will be deemed prior to such interest without regard to their respective dates of execution, delivery, or recording, and such landlord or mortgagee will have the same rights with respect to this Lease as though this Lease had been executed before the execution, delivery, and recording of such interest had been assigned to such landlord or mortgagee. This article will be self-operative, and no further instrument of subordination will be necessary. However, in confirmation of this subordination, Tenant will execute promptly any certificate

that Landlord may request. If any ground or underlying lease is terminated, or any mortgage foreclosed, this Lease will not terminate or be terminable by Tenant unless Tenant was specifically named in any termination or foreclosure judgment or final order. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by Landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be, (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and Rents as provided in this Lease.

- 17.3 **Modification.** Tenant agrees to execute and deliver any reasonable modification or amendment of this Lease, as required by any fee mortgagee, provided it does not materially or adversely modify or affect Tenant's obligations or rights under this Lease. If and to the extent requested by notice given by Landlord, Tenant will make payments of Base Rent or any part of it to any fee mortgagee. If required by such fee mortgagee, Tenant must execute and deliver to such fee mortgagee an instrument acknowledging receipt of the notice and agreeing to comply with the instructions contained in it in accordance with this section.
- 17.4 **INTENTIONALLY OMITTED.**
- 17.5 **Fee Mortgagee Requirements.** Tenant must comply with and perform all obligations of Landlord under loans to Landlord secured by a mortgage on the Premises, provided that such mortgage are known to Tenant and such mortgages relate to the use, operation, condition, repair, replacement, and maintenance of the Premises, including all obligations relating to insurance, environmental liabilities, and indemnifications, and funding and maintenance of reserves for repair, replacement, or maintenance of improvements.
- 17.6 **Easements.** Tenant agrees to join in, consent to, and comply with the terms of any utility and drainage easements granted in connection with the provision of

services to the Premises. Without limiting any other provisions of this Lease, Tenant further agrees to join in and comply with all other rights, easements, and restrictions of record.

- 17.7 **Mortgaging of Fee.** Notwithstanding any other provision hereof to the contrary, Tenant shall NOT have the power or authority without the consent of Landlord, which consent may be withheld or given in Landlord's sole discretion, to allow a mortgage to be placed on the fee interest of the property.
18. **INDEMNIFICATION.** To the fullest extent permitted by law, Tenant will indemnify, defend, and save harmless Landlord and Landlord's employees, agents, and contractors from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Premises, regardless of whether the claim is caused in part by any of the indemnified parties (specifically including any claims that Landlord was negligent or engaged in other tortious conduct). This Indemnification article will not be construed to restrict, limit, or modify Tenant's insurance obligations under this Lease. Tenant's compliance with the insurance requirements under this Lease will not restrict, limit, or modify Tenant's obligations under this Indemnification article.
19. **NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default will not be construed as a waiver. The waiver of any noncompliance with this Lease will not prevent subsequent similar noncompliance from being a default. No waiver will be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party will of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) will not excuse any delays as to future Rent payments and will not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other Rent reserved in this Lease or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease will be deemed anything other than a payment toward the earliest stipulated Rent. No endorsement or statement on any check, or on any letter accompanying any check or payment of Rent, will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify

the common-law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

**20. LANDLORD'S REPRESENTATIONS.**

**20.1 Representations.** Landlord represents and warrants to Tenant as follows:

**20.1.1** Landlord has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease.

**20.1.2** The Premises is not subject to any existing claim for construction liens resulting from work performed by or on behalf of Landlord, nor are there any existing tenants entitled to possession of the Premises.

**20.1.3** Landlord has not received any notice, nor is it aware of any pending Taking affecting the Premises.

**20.1.4** This Lease is and will be binding upon and enforce-able against Landlord in accordance with its terms, and the transaction contemplated by this Lease will not result in a breach of, or constitute a default under, any agreement to which Landlord or the Premises are subject.

**20.2 As Is.** Except as set forth expressly in this article, Landlord does not make any warranties or representations concerning the Premises or any component of the Premises, including the zoning or other land use restrictions affecting the Premises, the compliance of the Premises or any part of the Premises with any governmental requirement, the use or existence, or prior use or existence, of hazardous materials on the Land, or the accuracy or completeness of any statement or other matter previously disclosed to Tenant. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LEASE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO TENANT IN CONNECTION WITH THIS LEASE OR THE PREMISES. LANDLORD DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, TENANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

**20.3 Limitation of Remedies.** Except as provided, Landlord has no liability or obligation as to any false or inaccurate representations or warranties contained in this Lease, and Tenant's sole right and remedy for Landlord's breach of the representations and warranties in this article will be to terminate this Lease before the Commencement Date. Should Tenant fail to terminate this Lease within such

time period, Landlord will have no liability or obligation as to any such representations or warranties.

21. **SERVICES AND UTILITIES.** Landlord will not be obligated to furnish any services or utilities to the Premises.

22. **Assistance with Governmental Approvals.** Landlord shall assist Tenant in its efforts to obtain all reasonably required governmental approvals for the development upon the Property of a residential living development (including limited commercial space). Such approvals may include, among other, master plan and/or zoning changes and variances, final site plan approval and any and all reasonably required building and other governmental permits and approvals. Assistance by the Landlord shall include, among other things, signing platting and other applications where the consent of the owner is required; provided however, Landlord's assistance shall be limited to the execution of various required documents and/or applications, attendance to a limited extent at necessary meetings with building department staff members and such other reasonable actions as may be necessary, so long as Landlord does not incur any cost, expense or liability with regard thereto.

23. **GOVERNMENTAL REGULATIONS.**

23.1 **Tenant to Comply.** Tenant will promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Premises, now in force or that may hereafter be in force, and will faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that will impose any duty on Tenant concerning the Premises or the use or occupancy of the Premises, including all laws relating to fire and safety, and hazardous materials.

23.2 **Insurance Requirements.** Tenant will comply with all requirements of the Board of Fire Underwriters of the State of Florida or any other similar body affecting the Premises and will not use the Premises in a manner that increases the rate of fire insurance or other insurance of Landlord over that in effect during the year before the Commencement Date. If the use of the Premises by Tenant increases any insurance rate concerning the Premises, Tenant will reimburse Landlord for the additional costs.

23.3 **Licenses and Permits.** Tenant will obtain all licenses and permits from time to



time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, will release Tenant from the performance and observance of Tenant's obligations under this Lease.

24. **SURVIVAL.** Any liability or obligation of Landlord or Tenant arising during the Lease Term will survive the expiration or earlier termination of this Lease, including obligations and liabilities relating to (a) the adjustments of Operating Cost Rent referenced in the Operating Costs article of this Lease, (b) the condition of the Premises or the removal of Tenant's property, and (c) the indemnification provisions of this Lease.
25. **BROKER.** Tenant represents and warrants that it neither consulted nor negotiated with any broker or finder regarding the Premises. Landlord and Tenant will each indemnify, defend, and hold the other harmless from and against any claims for commissions from any Broker. .
26. **QUIET ENJOYMENT.** Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Premises.
27. **END OF TERM.** Tenant will surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear. Tenant will be liable to Landlord for all damages, including any consequential damages, that Landlord may suffer by reason of any holding over by Tenant, and Tenant will indemnify, defend, and save Landlord harmless against all costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on any delay. All Alterations made by Landlord or Tenant to the Premises will become Landlord's property on the expiration or sooner termination of the Lease Term. On expiration or sooner termination of the Lease Term, Tenant, at its expense, will remove from the Premises all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant will also repair any damage to the Premises caused by the removal. Any items of Tenant's property that will remain in the Premises after the expiration or sooner termination of the Lease Term may, at the option of Landlord, be deemed to have been abandoned, and in that case, those

items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord will determine, at Tenant's expense.

28. **RECORDATION.** After the Date of this Lease, Tenant may record a memorandum of this Lease" provided Tenant pays all recording costs..
29. **LEASE NOT BINDING UNLESS EXECUTED.** Submission by Land-lord of this Lease for execution by Tenant will not constitute an offer and will confer no rights nor impose any obligations on either party unless and until both Landlord and Tenant have executed and delivered this Lease.
30. **ATTORNEYS' FEES.** In any lawsuit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Lease or the Premises (including (a) the enforcement or interpretation of either party's rights or obligations under this Lease whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Lease) the prevailing party, as determined by the court or arbitrator, will be entitled to recover from the losing party reasonable attorneys' fees and disbursements (including disbursements that would not otherwise be taxable as costs in the proceeding). In addition, if Landlord becomes a party to any lawsuit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a lawsuit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord will be paid to Landlord by Tenant. All references in this Lease to attorneys' fees will be deemed to include all legal assistants', paralegals', and law clerks' fees and will include all fees incurred through all postjudgment and appellate levels and in connection with collection, arbitration, and bankruptcy proceedings. However, the term "attorneys' fees" excludes fees for lawyers who are employees of a party.
31. **NOTICES.**
  - 31.1 **General Requirements.** Except as otherwise expressly provided, any notice, demand, request, election, or other communication ("Communication") required or permitted to be given or made to or by any party to this Lease or otherwise given or made under this Lease, will be in writing. A Communication is deemed to have been delivered and received on the earlier of the day actually received (by

whatever means sent, including means not authorized by this article) if received before 5 p.m. on a Business Day or, if not received before 5 p.m. on a Business Day, on the first Business Day after the day of receipt; or, regardless of whether or not received after the following dates: (a) on the date of transmittal by telecopier to the addressee's Notice Address, with the confirmation sheet obtained by the sender being deemed conclusive proof of the transmission of the telecopy; (b) on the date of delivery or refusal of delivery, if by hand delivery; (c) on the first Business Day after having been delivered to a nationally recognized overnight air courier service (such as Federal Express) for "next business day" delivery; or (d) on the third Business Day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested. In each case the Communication needs to be addressed to the respective party at the party's Notice Address, which Notice Address may be changed by notice delivered to the other party in accordance with the terms of this article. However, if Tenant has vacated the Premises or is in default of this Lease, Communications may be delivered by any manner permitted by law for service of process. Any Communication transmitted by telecopier after 5 p.m. will be deemed to have been made on the next Business Day following the date on which it was transmitted. Notwithstanding the foregoing, any Communication which is in fact received, regardless of whether it is sent in compliance with the requirements of this article, will be effective as of the date received. If any Communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice will still be deemed to have been given. If there is more than one party constituting Tenant, any Communication may be given by or to any one of them, and it will have the same force and effect as if given by or to all of them.

31.2 Notices by and to Lawyers. Any lawyer representing Landlord or Tenant may give any Communication under this Lease on behalf of the lawyer's client. Any Communication so given by a lawyer will be deemed to have been given by the lawyer's client. Notwithstanding anything to the contrary in this Lease, any obligation to send a copy of a Communication to a party's lawyer will only apply to Communications that are notices of a default under this Lease. Failure to give a copy of any Communication to the lawyer for a party will not affect the validity of the Communication provided that the Communication has been given to the party represented by that lawyer.

31.3 Section 83.20, Florida Statutes. Any notices required under section 83.20, Florida

Statutes, will be deemed to have been fully given, made, sent, and received if sent in compliance with this article.

- 31.4 **Change of Notice Address.** Either party may change its Notice Address by notice to the other party. However, this will not permit a party to add additional persons to receive Communications or copies of Communications so that more than a maximum of two persons are entitled to receive any Communication or copy of any Communication.
32. **IMPOSSIBILITY OF PERFORMANCE.** For purposes of this Lease, the term "Unavoidable Delay" means any delays due to strikes, lock-outs, civil commotion, war or warlike operations, terrorism, bio-terrorism, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant will be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act will be excused for the period of the delay, and the period for the performance of the act will be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this article will not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term and will not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials will not be deemed delays beyond the direct control of a party.
33. **Intentionally Omitted.**
34. **TENANT'S REPRESENTATIONS.** Tenant represents and warrants as follows:
- 34.1 Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located.
- 34.2 Tenant has full power to execute, deliver, and perform its obligations under this Lease.
- 34.3 The execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of

Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation and By-Laws, or any other agreement binding on Tenant.

- 34.4 The individual executing this Lease on behalf of Tenant has full authority to do so.
- 34.5 Tenant's financial statements and the information describing Tenants' business and background previously furnished to Landlord were true and correct at the time given in all material respects, and there have been no adverse material changes to the information subsequent to the date given.

35. GENERAL PROVISIONS.

- 35.1 **Construction Principles.** The words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed. This Lease has been negotiated at "arm's-length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease will not be more strictly construed against either party because one party may have drafted this Lease. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease will still be in full force; the essential provisions of this Lease for each party will remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. This Lease will constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements between the parties concerning those matters, including all preliminary negotiations, lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses the understanding of the parties. Landlord and Tenant intend that faxed signatures constitute original signatures binding on the parties. This Lease will bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. If there is more than one party constituting Tenant, each party will be jointly and severally liable with the other parties who constitute the Tenant for the performance of all obligations of Tenant under this Lease. If Tenant is a partnership, each and every present and future general partner of Tenant will be and remain at all times jointly and severally liable under this Lease and neither the death, resignation, or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, will operate to release any partner under this Lease. Any

liability or obligation of Landlord or Tenant arising during the Lease Term will survive the expiration or earlier termination of this Lease.

- 35.2 Landlord's Representation. If Landlord is a corporation, the scroll seal immediately below the signature of the individual signing this Lease on Landlord's behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease, and the seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation.
- 35.3 Radon Gas. The following notification is provided under section 404.056(5), Florida Statutes: "Radon 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 health department."
- 35.4 Exhibits and Riders: All exhibits, riders and addenda attached to this Lease will, by this reference, be incorporated into this Lease.
36. Right to Purchase. Provided Tenant shall not be in default hereunder, Tenant shall have until September 30, 2014 ("Option Purchase Date") the right to purchase the Premises, including all easements and appurtenance, which is the subject of this Lease for the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), subject to adjusted set forth herein (the "Purchase Price"). Tenant must exercise the right to purchase by giving the Landlord Notice of its intention to purchase in writing on or before the Option Purchase Date and the Closing must occurring with 90 ninety days of the date of the Tenant's written Option to Purchase. Purchaser may extend the Option Purchase Date for two (2) year for a fee of \$50,000.00 ("Option Fee"), payable in advance directly to the Seller on before September 1, 2014. The option to extend the Right to Purchase must be giving in writing by Purchaser no later than July 30, 2014 and the Option Fee must be paid to Seller no later than September 30, 2104. Such Option Fee is in addition to and not part of the Purchase Price. The Purchase Price shall be reduced by the amount of the Rent paid by Tenant to Landlord from the Effective Date of the Lease to the closing of the purchase of the Property by the Tenant.
37. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING

ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) THIS LEASE, (2) THE RELATIONSHIP OF LANDLORD AND TENANT, (3) TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND (4) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THE WAIVERS IN THIS ARTICLE ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT.

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*jud.*


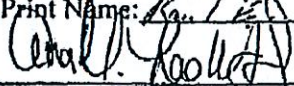
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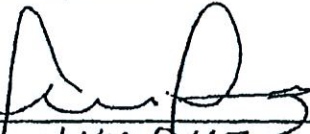
IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

Signed, Sealed and Delivered  
in the presence of:

LANDLORD:


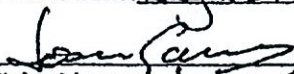
LA-JD FINANCIAL SERVICES, LLC., a  
Florida corporation


  
Print Name: Ana L. Lanseca-Alvarez  
  
Print Name: ANA L. LANSECA-ALVAREZ

By:   
Name: JULIO DIAZ  
Title: MANAGER - MEMBER.  
Dated: 10-4-2012

TENANT:

CALPESA HOLDINGS, LLC, a Florida limited  
liability corporation

  
Print Name: Eugenio Anderson  
  
Print Name: Jose Gomez

By:   
Name: 1 GONZALO DERDIKOV  
Title: PRINCIPAL  
Dated: 10/9/2012







STATE OF FLORIDA:  
COUNTY OF MIAMI-DADE:

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of October, 2012, by Julio Diaz, who  is personally known to me or  has produced \_\_\_\_\_ as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]



Notary Public

ANA M. LAREDA-AVAREZ

(Printed Name of Notary)

My Commission Expires:

(Serial Number, if any)



STATE OF FLORIDA:  
COUNTY OF MIAMI-DADE:

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of Oct, 2012, by Gonzalo DeRamos who  is personally known to me or  has produced \_\_\_\_\_ as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]



Notary Public

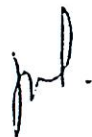
Eugenia Anderson

(Printed Name of Notary)

My Commission Expires

(Serial Number, if any)

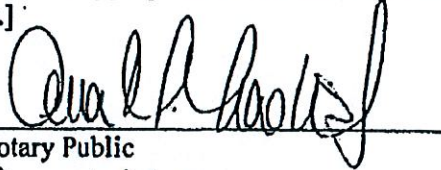






STATE OF FLORIDA:  
COUNTY OF MIAMI-DADE:

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of October, 2012, by Julio Diaz, who J is personally known to me or     has produced     as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]



Notary Public

ANA M. LAREDA-AVAREZ

(Printed Name of Notary)

My Commission Expires:

     
(Serial Number, if any)



STATE OF FLORIDA:  
COUNTY OF MIAMI-DADE:

THE FOREGOING INSTRUMENT was acknowledged before me this     day of    , 2012, by    , who     is personally known to me or     has produced     as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

     
Notary Public

     
(Printed Name of Notary)

My Commission Expires:

     
(Serial Number, if any)





EXHIBIT "A"  
LEGAL DESCRIPTION

Folio No.: 01-3126-000-0110  
Property: 1665 NW 24 ST

Legal Description: 26 53 41 1.03 AC W235FT OF N1/2 OF S1/2 OF NW1/4 OF SW1/4 LESS  
PORTION PLATTED AS PLUMBERS HALL PB 51-85 OR 19444-3958 0900 2 (2) COC  
22023-4372 01 2004 2

And

Folio No.: 01-3126-002-0010  
Property: 2401 NW 17 AVE

Legal Description: 26 53 41 .265 AC PLUMBERS HALL PB 51-85 TRACT 1 OR 19444-3958  
0900 2 (2) COC 22023-4372 01 2004 2 OR 27589-3302 0211 11

*mf.*

*12*

# Attachment

8

**2013 LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM**

Name of Development: 2401 Plaza

Development Location: 2401 NW 17th Avenue, Miami, FL  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of Miami-Dade, pursuant to  
(Name of City or County)

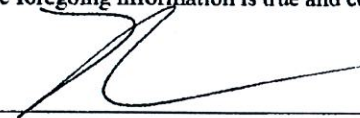
Ordinance #88-112, waived the following fees: Impact fees  
(Reference Official Action, cite Ordinance or Resolution Number and Date)  
for Roads.

Amount of Fee Waiver: \$ 298,751.04

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through June 30, 2014.

  
\_\_\_\_\_  
Signature

Carlos A. Gimenez  
\_\_\_\_\_  
Print or Type Name

Mayor  
\_\_\_\_\_  
Print or Type Title

**NOTE TO LOCAL GOVERNMENT OFFICIAL:** Waivers that are not specifically made for the benefit of this Development but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other fees are levied by a local jurisdiction for ANY type of development DOES NOT constitute a "Local Government Contribution" to the proposed Development. Similarly, if such fees ARE levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this form, no "Local Government Contribution" exists and no points will be awarded.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

# Attachment

9

**NOT  
APPLICABLE**

# Attachment

10



**NOT  
APPLICABLE**

# Attachment

11



November 4, 2013

2401 NW, LLC  
C/o Gibraltar Development Partners, LLC  
Attn: Richard Alayon  
135 San Lorenzo Ave, Suite 820  
Coral Gables, FL 33146

Re: 2401 Plaza  
90-Unit Rental Apartment Project  
2401 NW 17th Avenue, Miami  
Miami-Dade County, Florida

Dear Mr. Alayon:

Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential construction and permanent lender for the development of affordable rental housing at 2401 Plaza, Miami-Dade County, FL. We understand the plan is to construct a 90-unit project, for families with 100% of the residential units to have rents affordable to households earning up to 60% of or less of the area median income, of which 9 units will serve for residents earning 33% or less of the AMI. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

**Construction Loan**

**Borrower:** 2401 NW, LLC

**Developer:** Gibraltar 2401 Developers, LLC

**Project:** 2401 Plaza will consist of a 90-unit property located in Miami-Dade County, Florida.

**Amount:** Approximately \$4,000,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

**Initial Term:** 24 months.

**Interest Rate:** Libor +300 bps (3.17% as of October 30, 2013).  
Interest rate protection in the form of a cap or swap may be available.

**Commitment Fee:** 1% of the loan amount.

**Extension Option:** One, conditional, six-month maturity extension.

**Extension Fee:** 0.25% of the remaining loan commitment amount.

**Collateral:** First mortgage; other typical pledges and assignments.

**Guarantee:** Full payment and completion guarantees and environmental indemnity by guarantors/indemnitor(s) satisfactory to JPMorgan Chase.

**Developer Fee:** Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.

**Tax Credit Equity:** Approximately \$21,673,000, of which at least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

**Subordinate Liens:** Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.

**Repayment:** Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.

**Loan to Value:** Up to 80% including the value of the real estate and tax credits.

**Contract Bonding:** 100% Payment and Performance Bonds from "A" rated surety.

**Permanent Loan**

**Amount:** \$2,300,000 subject to final underwriting. Permanent Loan to be sold to Impact CIL, LLC ("Impact") in accordance with, and subject to satisfaction of, Impact's requirements.

**Forward Commitment:** 24 months plus one six-month option.

**Fees:** Application Fee: \$5,000, payable at Construction Loan closing.  
Loan Fee: greater of \$15,000 or 1% of perm loan.  
Conversion Fee: \$10,000, payable at Permanent Loan closing.

**Interest Rate:** The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. Current indicative rate is 6.75%. The underwriting rate equals the indicative rate plus 25 bps.

**Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.**

**Rate Lock:** Forward rate lock must be secured by a second lien subordinate note. The subordinate note is equal to the greater of 1% of the Permanent Loan amount or Yield Maintenance Amount. At stabilization/conversion closing, the secured subordinate lien will be released. Security forfeited if loan does not convert.

**Term:** 18 years.

**Amortization:** 30 years.

**Collateral:** First mortgage; other typical pledges and assignments.

Guarantee: After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.

Loan to Value: Up to 85% of the stabilized rent-restricted value.

Conversion Requirements:

- 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment. Commercial income will be excluded from DSCR analysis.
- 90% economic and physical occupancy for 90 days.

Prepayment Terms: Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.


Escrows/Reserves: Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of \$250/unit/year or as required by Equity. Debt service reserve (if required) shall be funded with a minimum contribution of six months of debt service expense.

We appreciate the opportunity to discuss the possibility of providing construction and permanent financing for the proposed project with you. This letter of interest is for your and the tax credit/subsidy allocating agencies' information and use only, and is not to be shown to or relied upon by other parties. Please note that JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires January 31, 2014, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. Please note, JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,


JPMORGAN CHASE BANK, N.A.

By:   
 Tanmy Haylock-Moore, Authorized Officer

By: 2401 NW, LLC

By: MM 2401, LLC  
 Its Managing Member

By: Gibraltar Development Partners, LLC, Member/Manager

By:   
 Richard A. Atayon, Manager

JPMorgan Chase Bank, N.A. • 450 South Orange Avenue, 10th Floor, Orlando, FL 32801

Telephone: 407.236.7082 • Facsimile: 407.279.3401

[tanmy.haylock-moore@chase.com](mailto:tanmy.haylock-moore@chase.com)

# Attachment

12

# RAYMOND JAMES

November 5, 2013

Mr. Richard Alayon  
2401 NW, LLC  
c/o Gibraltar Development Partners, LLC  
135 San Lorenzo Ave, Suite 820  
Coral Gables, FL 33146

Re: Project: 2401 Plaza  
Partnership/Applicant: 2401 NW, LLC  
Fund: To be determined  
Property Location: Miami, Florida

Dear Mr. Alayon,

This letter of intent for construction and permanent financing will confirm our agreement ("Agreement") whereby Raymond James Tax Credit Funds, Inc. ("RJTCF") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJTCF (the "RJTCF Fund") in the above named partnership ("Partnership") on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Partnership receiving \$2,257,793 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$21,673,000 or \$0.96 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. 2401 NW, LLC, Applicant, is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$22,575,673 (99.99%) of the total low income housing tax credits allocated to 2401 NW, LLC. The RJTCF Fund's net investment is anticipated to be funded based upon the following schedule:

- 15% (\$3,250,950) paid prior to or simultaneous with the closing of construction financing
- 25% (\$5,418,250) paid at 50% construction completion
- 25% (\$5,418,250) paid at 75% construction completion
- 25% (\$5,418,250) paid at 98% construction completion
- Balance (\$2,167,300) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$19,505,700.

This letter of intent is subject to RJTCF's satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

**Raymond James Tax Credit Funds, Inc.**  
A Subsidiary of Raymond James Financial, Inc.

1000 Brickman Avenue, St. Louis, MO 63103  
P: 314.437.4000 F: 314.437.4001  
www.rjtcf.com

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for nearly 1,300 tax credit properties nationwide. We look forward to working with you.

Sincerely,



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Sean Jones  
Director of Acquisitions  
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

2401 NW, LLC

By: MM 2401, LLC

Its: General Partner Managing Member

By: Gibraltar Development Partners, LLC  
Its: Member/manager

By: [Signature]

Name: Richard A. Alayon

Title: Manager

Date: November 6, 2013





# Exhibit C

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-239C	Wagner Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 5 Developer, LLC	NC	\$1,601,881.00	Y	27	Y	Y	A	Y	3
2014-184C	Alapattah Trace	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$1,987,000.00	Y	27	Y	Y	A	Y	6
2014-267C	Town Center Phase Two	Miami-Dade	Alberto Milo, Jr.	Town Center Phase Two Developer, LLC	NC	\$1,458,603.00	Y	27	Y	Y	A	Y	7
2014-213C	Pinnacle Rio	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	9
2014-241C	Oakland Preserve	Broward	David O., Deutch	Pinnacle Housing Group, LLC; Building Better	NC	\$1,435,000.00	Y	27	Y	Y	A	Y	12
2014-214C	Preservation Phase	Miami-Dade	Alberto Milo, Jr.	Claude Pepper Phase Two Developer, LLC	NC	\$2,461,122.00	Y	27	Y	Y	A	Y	14
2014-186C	Northside Senior Residences	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,514,000.00	Y	27	Y	Y	A	Y	15
2014-269C	Canal Pointe	Miami-Dade	Matthew Rieger	HTG Miami-Dade 6 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	17
2014-215C	Northside Urban View	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,540,000.00	Y	27	Y	Y	A	Y	18
2014-242C	Wisdom Village Crossing	Broward	Bill Schneider	Turnstone Development Corporation	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	20
2014-270C	Mer Soleil	Miami-Dade	Matthew Rieger	HTG Miami-Dade 7 Developer, LLC	NC	\$1,922,737.00	Y	27	Y	Y	A	Y	21
2014-216C	Pinnacle Heights	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,520,000.00	Y	27	Y	Y	A	Y	22
2014-173C	Culmer Place Phase 2	Miami-Dade	Joseph J. Chambers	The Michaels Development Company I, LLC	NC	\$2,430,000.00	Y	27	Y	Y	A	Y	25
2014-217C	Heritage at Pompano Station	Broward	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	26
2014-189C	Highland Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 9 Developer, LLC	NC	\$1,878,928.00	Y	27	Y	Y	A	Y	27
2014-244C	Olivier Place	Miami-Dade	Matthew Rieger	HTG Miami-Dade 4 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	29
2014-218C	Heritage at Edison Heights	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	30
2014-245C	Fulford Tower	Miami-Dade	Matthew Rieger	HTG Miami-Dade 3 Developer, LLC	NC	\$1,921,000.00	Y	27	Y	Y	A	Y	31
2014-190C	City River Apartments	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	32
2014-246C	Harmony Tower	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	35
2014-247C	Jack Orr Plaza Phase Two	Miami-Dade	Alberto Milo, Jr.	Jack Orr Plaza Phase Two Developer, LLC	NC	\$2,557,201.00	Y	27	Y	Y	A	Y	37
2014-192C	Sajous Apartments	Miami-Dade	David Schultz	Community Housing Partners Corporation;	NC	\$2,167,141.00	Y	27	Y	Y	A	Y	40

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-249C	Club Mariner	Miami-Dade	Alberto Millo, Jr.	Club Mariner Related Developer, LLC	NC	\$1,598,496.00	Y	27	Y	Y	A	Y	41
2014-250C	Pinnacle Station	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	43
2014-251C	Pinnacle at Urban Pointe	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,450,000.00	Y	27	Y	Y	A	Y	45
2014-194C	SOLO Villages	Broward	Matthew Rieger	HTG Broward 3 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	48
2014-176C	Gary Manor	Miami-Dade	David Schultz	Community Housing Partners Corporation; Pinnacle Housing Group, LLC	NC	\$1,522,526.00	Y	27	Y	Y	A	Y	50
2014-252C	Serenity Tower	Miami-Dade	David O. Deutch	Earlington Square Apartments Developer, LLC	NC	\$2,215,000.00	Y	27	Y	Y	A	Y	52
2014-253C	Earlington Square Apartments	Miami-Dade	Alberto Millo, Jr.	Earlington Square Apartments Developer, LLC	NC	\$2,557,594.00	Y	27	Y	Y	A	Y	54
2014-196C	Palmera Pointe	Miami-Dade	Matthew Rieger	HTG Miami-Dade 8 Developer, LLC	NC	\$1,757,375.00	Y	27	Y	Y	A	Y	57
2014-255C	Silverton	Miami-Dade	Alberto Millo, Jr.	Silverton Developer, LLC	NC	\$2,558,830.00	Y	27	Y	Y	A	Y	60
2014-256C	Smathers Phase Two	Miami-Dade	Alberto Millo, Jr.	Smathers Phase Two Developer, LLC	Redev	\$2,559,821.00	Y	27	Y	Y	A	Y	62
2014-257C	Hickory Place	Broward	Matthew Rieger	HTG Broward 2 Developer, LLC	NC	\$835,382.00	Y	27	Y	Y	A	Y	64
2014-178C	Suncrest Court	Broward	David O. Deutch	Pinnacle Housing Group, LLC; HEF-Dixie Court LLC	NC	\$2,136,000.00	Y	27	Y	Y	A	Y	67
2014-223C**	Caribbean Sunset	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,550,000.00	Y	27	Y	Y	A	Y	68
2014-199C	Jasper	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$1,885,200.00	Y	27	Y	Y	A	Y	69
2014-224C	Caribbean Village	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	70
2014-258C	Stirrup Plaza Phase Two	Miami-Dade	Alberto Millo, Jr.	Stirrup Plaza Phase Two Developer, LLC	NC	\$2,435,306.00	Y	27	Y	Y	A	Y	71
2014-259C	Robert King High Preservation Phase	Miami-Dade	Alberto Millo, Jr.	Robert King High Phase One Developer, LLC	NC	\$2,553,575.00	Y	27	Y	Y	A	Y	73
2014-201C	Silver Palm Place	Palm Beach	Francisco A. Rojo	Landmark Development Corp.; Baobab Market Square	Redev	\$2,110,000.00	Y	27	Y	Y	A	Y	78
2014-261C	Market Square Apartments	Miami-Dade	Alberto Millo, Jr.	Market Square Apartments Developer, LLC	NC	\$1,460,391.00	Y	27	Y	Y	A	Y	79
2014-262C	Heron Estates Senior	Palm Beach	Paula M. Rhodes	Norstar Development USA, LP; Heron Estates	Redev	\$1,606,000.00	Y	27	Y	Y	A	Y	81
2014-202C	Madison Square	Miami-Dade	Oscar Sol	SGM Madison Square Dev, LLC	NC	\$700,000.00	Y	27	Y	Y	A	Y	82
2014-263C	Villa Almendares Little River	Miami-Dade	Matthew Rieger	HTG Miami-Dade 1 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	83
2014-228C	Apartment	Miami-Dade	Alberto Millo, Jr.	Little River Apartments Developer, LLC	NC	\$2,560,949.00	Y	27	Y	Y	A	Y	85

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-203C	Coral Bay Cove Urban Pointe Senior Residences	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$1,715,000.00	Y	27	Y	Y	A	Y	86
2014-229C	Courtside Apartments, Phase	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,450,000.00	Y	27	Y	Y	A	Y	87
2014-204C	Village of the Arts Northwest Gardens V	Miami-Dade	Matthew Rieger	AMC HTG 2 Developer, LLC Jones Development APC Northwest Properties V Development, LLC; HEF- HTG Broward 4 Developer, LLC	NC	\$2,331,467.00	Y	27	Y	Y	A	Y	90
2014-231C	Lauderdale Place	Broward	Milton Jones	Marvalette Hunter; Milton Jones Development	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	91
2014-273C	Heron Estates	Broward	Liz Wong	IVY Green Veterans Housing Developer, LLC	NC	\$1,850,000.00	Y	27	Y	Y	A	Y	92
2014-232C	The Madison	Broward	Matthew Rieger	HTG Broward 4 Developer, LLC	NC	\$1,262,596.00	Y	27	Y	Y	A	Y	93
2014-205C	Pinnacle Paradise Culmer Gardens Phase 4	Palm Beach	Alberto Millo, Jr.	Redev HTG Broward 1 Developer, LLC	Redev	\$1,422,916.00	Y	27	Y	Y	A	Y	95
2014-233C	Puerta del Rio	Broward	Matthew Rieger	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	97
2014-206C	Pinnacle Paradise	Miami-Dade	David O. Deutch	The Michaels	NC	\$2,549,000.00	Y	27	Y	Y	A	Y	99
2014-168C	Culmer Gardens Phase 4	Miami-Dade	Joseph J. Chambers	Development Company 1, HTG Miami-Dade 2	NC	\$2,430,000.00	Y	27	Y	Y	A	Y	102
2014-235C	Pinnacle Oasis	Miami-Dade	Matthew Rieger	HTG Miami-Dade 2 Developer, LLC	NC	\$1,181,134.00	Y	27	Y	Y	A	Y	106
2014-209C	Uptown Village	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	111
2014-181C	Vista	Broward	Matthew Rieger	HTG Broward 5 Developer, LLC	NC	\$1,810,508.00	Y	27	Y	Y	A	Y	113
2014-238C	Eureka Commons	Miami-Dade	Matthew Rieger	HTG Miami-Dade 10 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	114
2014-182C	Willow Lake	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	117
2014-170C	Modello Homes Residences at Spring Garden	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,250,000.00	Y	27	Y	Y	A	Y	118
2014-265C	Andalucia Residences at Spring Garden	Miami-Dade	Hana K. Eskra	Gorman & Company, Inc. NuRock Development	Redev	\$1,775,000.00	Y	27	Y	Y	A	Y	119
2014-211C	Andalucia Residences at Crystal Lake	Miami-Dade	Robert G. Hoskins	Partners, Inc. The Richman Group of Florida, Inc.	NC	\$2,314,181.00	Y	27	Y	Y	B	Y	1
2014-191C	Crystal Lake	Broward	William T. Fabbri	NuRock Development Partners, Inc.	NC	\$2,160,000.00	Y	27	Y	Y	B	Y	36
2014-220C		Broward	Robert G. Hoskins		NC	\$1,811,753.00	Y	27	Y	Y	B	Y	59

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-200C	Residences at Cutler Ridge	Miami-Dade	Robert G. Hoskins	NURock Development Partners, Inc.	NC	\$2,353,889.00	Y	27	Y	Y	B	Y	74
2014-226C	Residences at Allapattah Landing	Miami-Dade	Robert G. Hoskins	NURock Development Partners, Inc.	NC	\$2,501,283.00	Y	27	Y	Y	B	Y	76
2014-207C	El Galeon	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$1,153,000.00	Y	27	Y	Y	B	Y	103
2014-285C	Sunnyreach Acres Palms at Belle Glade	Broward	Liz Wong	APC Sunnyreach Development, LLC; HEF-Southport Development, Inc., a Washington	R	\$825,000.00	Y	27	N	Y	A	Y	104
2014-180C		Palm Beach	Brianne E. Heffner		NC	\$1,625,000.00	Y	18.5	Y	Y	A	Y	84

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
Ineligible Applications (did not meet submission requirements)													
2014-230C	Regatta Place	Miami-Dade		Brookstone Partners, LLC			N	0					89
2014-266C	Coquina Place	Miami-Dade		Brookstone Partners, LLC			N	0					4

Ineligible Applications (in Application Number Order)

2014-169C	The Vineyard	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$1,429,892.00	N	27	Y	Y		Y	110
2014-171C	Village at Spring Garden	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,198.00	N	27	Y	Y		Y	8
2014-172C	Golden Oaks	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,198.00	N	27	Y	Y		Y	16
2014-174C	Windmill Farms	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,075,000.00	N	19.5	Y	Y		Y	33
2014-175C	Camino del Sol	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$1,727,886.00	N	27	Y	Y		Y	42
2014-177C	Bella Vida	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,198.00	N	27	Y	Y		Y	58
2014-179C	Silver Oaks	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,201.00	N	27	Y	Y		Y	75
2014-183C*	2401 Plaza	Miami-Dade	Eugenia Anderson	Gibraltar 2401 Developers, LLC	NC	\$2,246,979.18	N	27	Y	Y		Y	2
2014-185C	City Vista	Broward	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,561,000.00	N	27	Y	Y		Y	11
2014-187C	Flatts Village Apartments	Miami-Dade	Donald W. Paxton	Beneficial Development 13 LLC	NC	\$2,045,665.00	N	27	Y	Y		Y	19
2014-188C	The Jasmine	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,201.00	N	27	Y	Y		Y	23
2014-193C	La Zafiro	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$1,596,656.00	N	27	Y	Y		Y	44
2014-195C*	South Gardens	Miami-Dade	Eugenia Anderson	Gibraltar South Gardens Developers, LLC;	NC	\$1,347,282.42	N	27	Y	Y		Y	53

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-197C	Superior Manor Apartments Phase I	Miami-Dade	Elon J. Metoyer	New Urban Development, LLC; Brookstone Partners, LLC	NC	\$1,161,097.00	N	27	Y	Y		Y	61
2014-198C*	Brightside Village Apartments	Miami-Dade	Donald W. Paxton	Beneficial Development 13 LLC	NC	\$2,203,913.82	N	27	Y	Y		Y	65
2014-208C	Heritage at Jackson Heights	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,494,415.00	N	27	Y	Y		Y	107
2014-210C	Flagler Street Village	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$1,648,282.00	N	27	Y	Y		Y	116
2014-212C	Villages Apartments Phase I	Miami-Dade	Elon J. Metoyer	New Urban Development, LLC; CSG Development Services II, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	5
2014-219C	Superior Manor Apartments Phase I	Miami-Dade	Elon J. Metoyer	New Urban Development, LLC; Brookstone Partners, LLC	NC	\$2,073,295.00	N	27	Y	Y		Y	55
2014-221C	Vista Rialto	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,125,610.00	N	27	Y	Y		Y	63
2014-222C	Bay Breeze Village	Palm Beach	Donald W. Paxton	Beneficial Development 13 LLC	NC	\$2,110,000.00	N	27	Y	Y		Y	66
2014-225C	Tuscany Cove I	Miami-Dade	Carol Gardner	Tacoloy Economic Development Corporation, Inc.; Stone Soup Development, Inc.; Toledo Development Group, LLC	NC	\$2,854,702.00	N	27	Y	Y		Y	72
2014-227C	Joe Moretti Phase Two	Miami-Dade	Alberto Milo, Jr.	Joe Moretti Phase Two Developer, LLC	Redev	\$975,855.00	N	27	Y	Y		Y	80
2014-234C	Riolado Apartments	Miami-Dade	Liz Wong	APC Riolado Development, LLC	NC	\$2,072,900.00	N	27	Y	Y		Y	101
2014-236C	Rainbow Village I	Miami-Dade	James R. Watson	GDP - Rainbow Village I Developers, LLC	R	\$991,000.00	N	27	N	Y		Y	108
2014-237C	Tuscany Cove II	Miami-Dade	Carol Gardner	Tacoloy Economic Development Corporation, Inc.; Stone Soup Development, Inc.; Toledo Development Group, LLC	NC	\$2,064,345.00	N	5	Y	Y		Y	112



RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-240C*	Four Forty Four Brownsville Transit Village V	Miami-Dade	Liz Wong	APC Four Forty Four Development, LLC	NC	\$2,483,727.52	N	27	Y	Y		Y	10
2014-243C	Brownsville Transit Village V	Miami-Dade	Liz Wong	APC Brownsville Village V Development, LLC	NC	\$1,381,000.00	N	27	Y	Y		Y	24
2014-248C	MCR II Apartments	Miami-Dade	James R. Watson	CDP - MCR II Developers, LLC	NC	\$1,373,000.00	N	27	Y	Y		Y	39
2014-254C	Three Round Tower Phase One	Miami-Dade	Alberto Milo, Jr.	Three Round Tower Phase One Developer, LLC	Redev	\$2,561,000.00	N	27	Y	Y		Y	56
2014-260C	5th Avenue Apartments	Broward	Alberto Milo, Jr.	5th Avenue Apartments Developer, LLC	NC	\$1,702,468.00	N	18.5	Y	Y		Y	77
2014-264C	Biscayne River Village II	Miami-Dade	James R. Watson	CDP - Biscayne River Village II Developers, LLC	NC	\$1,095,000.00	N	27	Y	Y		Y	115
2014-268C	New Haven River Terrace Apartments	Miami-Dade	James R. Watson	CDP - New Haven Developers, LLC	R	\$875,000.00	N	27	N	Y		Y	13
2014-271C	River Terrace Apartments	Miami-Dade	Liz Wong	APC River Terrace Development, LLC	NC	\$2,300,000.00	N	27	Y	Y		Y	28
2014-272C*	640 Andrews	Broward	Liz Wong	APC 640 Andrews Development, LLC	NC	\$1,908,970.58	N	27	Y	Y		Y	88
2014-274C	Avenue One	Miami-Dade	Liz Wong	APC Avenue One Development, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	34
2014-275C	Magic City Heights II	Miami-Dade	Liz Wong	APC Development II, LLC	NC	\$2,046,233.00	N	27	Y	Y		Y	94
2014-276C	Silver Palm Apartments	Miami-Dade	Liz Wong	APC Silver Palm Development, LLC	NC	\$2,215,000.00	N	27	Y	Y		Y	38
2014-277C	Northside Transit Village III	Miami-Dade	Liz Wong	APC Northside Property III Development, LLC	NC	\$2,462,000.00	N	27	Y	Y		Y	105
2014-278C	The Nexus	Miami-Dade	Liz Wong	APC The Nexus Development, LLC	NC	\$2,468,034.00	N	27	Y	Y		Y	47

**RFA 2013-003 – Sorting Order**

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-279C	Seventh Avenue	Miami-Dade	Liz Wong	APC Seventh Avenue II Development, LLC	NC	\$2,100,000.00	N	27	Y	Y		Y	49
2014-280C	Transit Village II Seventh Avenue Transit Village I	Miami-Dade	Liz Wong	APC Seventh Avenue I Development, LLC	NC	\$2,110,000.00	N	27	Y	Y		Y	109
2014-281C	Magic City Heights I	Miami-Dade	Liz Wong	APC Development I, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	51
2014-282C	Cielo II	Miami-Dade	Liz Wong	APC Development V, LLC	NC	\$1,123,000.00	N	27	Y	Y		Y	96
2014-283C	Cielo	Miami-Dade	Liz Wong	APC Development IV, LLC	NC	\$1,681,000.00	N	27	Y	Y		Y	98
2014-284C	Gardenia Grove Northside Transit	Miami-Dade	Liz Wong	APC Development III, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	46
2014-286C	Northside Transit Village II	Miami-Dade	Liz Wong	APC Northside Property II Development, LLC	NC	\$2,460,000.00	N	27	Y	Y		Y	100

\* HC Request Amount and Corporation Funding Per Set Aside adjusted during scoring

\*\* Corp Funding Per Set Aside adjusted during scoring

On January 31, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.



# Exhibit D

**RFA 2013-003 – Review Committee Recommendations**

Total HC Available for RFA	10,052,825
Total HC Allocated	9,694,881
Total HC Remaining	357,944

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
<b>First Miami-Dade Application Recommended</b>												
2014-239C	Wagner Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 5 Developer, LLC	\$1,601,881.00	Y	27	Y	Y	A	Y	3
<b>First Broward Application Recommended</b>												
2014-241C	Oakland Preserve	Broward	David O., Deutch	Pinnacle Housing Group, LLC; Building	\$1,435,000.00	Y	27	Y	Y	A	Y	12
<b>Palm Beach Application Recommended</b>												
2014-201C	Silver Palm Place	Palm Beach	Francisco A. Rojo	Landmark Development Corp.;	\$2,110,000.00	Y	27	Y	Y	A	Y	78
<b>Second Miami-Dade Application Recommended</b>												
2014-184C	Allapattah Trace	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	\$1,987,000.00	Y	27	Y	Y	A	Y	6
<b>Second Broward Application Recommended</b>												
2014-242C	Wisdom Village Crossing	Broward	Bill Schneider	Turnstone Development	\$2,561,000.00	Y	27	Y	Y	A	Y	20

On January 31, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.



# Exhibit E



# ALAYON & ASSOCIATES, P.A.

---

Richard A. Alayon, Esq.\*  
[ralayon@alayonlaw.com](mailto:ralayon@alayonlaw.com)

\*Admitted to Practice in NY, FL, U.S. Supreme Court  
U.S. Dist. S.D., M.D., N.D. Fla., 11<sup>th</sup> Cir. & T.C

Simeon Genadiev, Esq.\*  
[sgenadiev@alayonlaw.com](mailto:sgenadiev@alayonlaw.com)

\*Admitted to Practice in FL, U.S. Dist. S.D.

Andrew C. DeWeese, Esq.\*  
[adeweese@alayonlaw.com](mailto:adeweese@alayonlaw.com)  
\*Of Counsel

H. Maxwell Wihnyk, Esq.\*  
[hwihnyk@alayonlaw.com](mailto:hwihnyk@alayonlaw.com)

\*Admitted to Practice in FL

Gary S. Brooks, Esq.  
August 12, 1940 - April 27, 2012

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February 4, 2014

Ashley Black  
Agency Clerk  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329

VIA HAND DELIVERY AND E-MAIL

## NOTICE OF INTENT

Re: RFA 2013-003 and Application 2014-183C

Dear Ms. Black:

On behalf of 2401 NW, LLC, we hereby give notice of our intent to protest the Award Notice and scoring and ranking of RFA 2013-003 and resulting "ineligible" determination of application 2014-183C issued by Florida Housing on January 31, 2013, concerning Broward, Miami-Dade, and Palm Beach Counties.

Sincerely,



Richard A. Alayon

RAA/as  
cc: Eugenia Anderson





# Exhibit F

Development Name: 2401 Plaza

App #: 2014-183C

Applicant Name: 2401 NW, LLC

Scorer ID: KLT

### Financing Commitments-Notes

Pro Forma	The Developer fee exceeded the 16% maximum by \$103,981. Therefore, the Developer fee and TDC were reduced by that amount.
Equity Commitment	The Applicant provided an equity commitment reflecting an annual Housing Credit allocation amount of \$2,257,793. However, because the Application only qualifies for an annual allocation of \$2,246,979.18, the equity commitment was not considered a source of financing.



# Exhibit G

Development Name: 2401 Plaza

App #: 2014-183C

Applicant Name: 2401 NW, LLC

Scorer ID: KLT

**Ineligible for Funding**

**Summary of ALL reasons why the Application failed to achieve eligibility**

List each reason on a separate line--use additional sheets if needed.

Do not type past the box lines.

**List the commitment or item that caused the Application to become ineligible for funding**

**Explain the failures in detail (what did the Applicant do or not do to cause the ineligibility?)**

Construction Financing

The Applicant has a construction financing shortfall in the amount of \$17,658,406.00.

Permanent Financing

The Applicant has a permanent financing shortfall in the amount of \$19,358,406.00.





# Exhibit H



Exceptions:	Development Name	Section with Issue	Description of Issue
176C	Gary Manor	2c	Applicant stated it is a nonprofit but did not provide Articles of Incorporation. This is not a failure, just affects fees later on.
183C	2401 Plaza	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
192C	Sajous Apartments	2c	Applicant stated it is a nonprofit but did not provide Articles of Incorporation. This is not a failure, just affects fees later on.
195C	South Gardens	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
225C	Tuscany Cove I	2d principals	Applicant name from application did not match the applicant name on the principals sheet
234C	RioLado Apartments	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
237C	Tuscany Cove II	2d principals	Applicant name from application did not match the applicant name on the principals sheet
240C	FourForty Four	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
243C	Brownsville Transit Village V	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
271C	River Terrace Apartments	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
272C	640 Andrews	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
274C	Avenue One	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
275C	Magic City Heights II	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
276C	Silver Palm Apartments	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
277C	Northside Transit Village III	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
278C	The Nexus	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
279C	Seventh Avenue Transit Village II	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.
280C	Seventh Avenue Transit Village I	3c dev exp	The principal which the applicant listed on its developer experience chart was not actually a principal on all the developments listed on the chart.



# Exhibit I

App. Number      Development Name      Scoring Issue

2014-183C	2401 Plaza	The documents provided as evidence of site control do not show the Applicant entity as Purchaser as required by the RFA.
2014-185C	City Vista	The documents provided as evidence of site control do not show the Applicant entity as Purchaser as required by the RFA.
2014-187C	Flatts Village Apartments	The closing date provided on the "Shmalo Contract" does not meet the RFA closing date requirement.
2014-195C	South Gardens	The documentation provided as evidence of site control is incomplete: The Purchase Agreement provided references an underlying lease that was not provided.
2014-221C	Vista Rialto	The Purchase Agreement references a deed restriction on the property that "...prohibits use for residential purposes..." It cannot be determined if the restriction has been lifted or will be lifted in order to allow for residential use. Without more information, and none was provided, the restriction would seemingly prohibit the use of the proposed Development for its intended purpose as residential rental housing.
2014-260C	5th Avenue Apartments	The closing date provided in the Purchase and Sale Contract does not meet the RFA closing date requirement.



# Exhibit J

# RAYMOND JAMES

February 10, 2014

Mr. Richard Alayon  
2401 NW, LLC  
c/o Gibraltar Development Partners, LLC  
135 San Lorenzo Ave, Suite 820  
Coral Gables, FL 33146

Re: Project: 2401 Plaza  
Partnership/Applicant: 2401 NW, LLC  
Fund: To be determined  
Property Location: Miami, Florida

Dear Mr. Alayon,

This letter of intent for construction and permanent financing will confirm our agreement ("Agreement") whereby Raymond James Tax Credit Funds, Inc. ("RJTCF") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJTCF (the "RJTCF Fund") in the above named partnership ("Partnership") on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Partnership receiving \$2,246,979 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$21,568,842 or \$0.96 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. 2401 NW, LLC, Applicant, is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$22,467,544 (99.99%) of the total low income housing tax credits allocated to 2401 NW, LLC. The RJTCF Fund's net investment is anticipated to be funded based upon the following schedule:

- 15% (\$3,235,327) paid prior to or simultaneous with the closing of construction financing
- 25% (\$5,392,211) paid at 50% construction completion
- 25% (\$5,392,211) paid at 75% construction completion
- 25% (\$5,392,211) paid at 98% construction completion
- Balance (\$2,156,882) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$19,411,960.


If actual RJTCF Fund total credits are either lesser or greater than the annual low income housing tax credit amount specified above ("Adjusted Credits"), then the RJTCF total equity investment will be subsequently decreased or increased by an amount equal to the Adjusted Credits times the Credit Price, but RJTCF Fund total capital shall not exceed 105% of the anticipated total equity investment of the RJTCF Fund.

**Raymond James Tax Credit Funds, Inc.**  
A Subsidiary of Raymond James Financial, Inc.  
880 Carillon Parkway • St. Petersburg, FL 33716  
800-438-0088 Toll Free • 727-567-8455 Fax  
Visit our Web Site at [www.RJTCF.com](http://www.RJTCF.com)

This letter of intent is subject to RJTCF's satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for nearly 1,300 tax credit properties nationwide. We look forward to working with you.

Sincerely,



---

Sean Jones  
Director of Acquisitions  
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

2401 NW, LLC

By: \_\_\_\_\_  
Its: General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



This letter of intent is subject to RJTCF's satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for nearly 1,300 tax credit properties nationwide. We look forward to working with you.

Sincerely,

\_\_\_\_\_  
Sean Jones  
Director of Acquisitions  
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

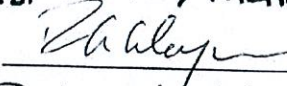
2401 NW, LLC

By: MM 2401, LLC

Its: General Partner Managing Member

By: Gibraltar Development Partners, LLC

Its: Member Manager

By: 

Name: Richard A. Alayon

Title: Manager

Date: February 12, 2014

RFA 2013-\_\_\_\_ DEVELOPMENT COST PRO FORMA

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) If Housing Credit equity is being used as a source of financing, complete Columns 1 and 2. Otherwise, only complete Column 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) In reference to Impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) The only Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction or Redevelopment and 15% for Development Category of Rehabilitation or Preservation.
  - (6) Applicants using HC equity funding should list an estimated compliance fee amount in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<b>DEVELOPMENT COSTS</b>			
<i>Actual Construction Costs</i>			
Accessory Buildings	_____	_____	_____
Demolition	_____	_____	_____
New Rental Units	12,483,848.00	600,520.00	_____
*Off-Site Work (explain in detail)	_____	100,000.00	_____
Recreational Amenities	237,500.00	237,500.00	_____
Rehab of Existing Common Areas	_____	_____	_____
Rehab of Existing Rental Units	_____	_____	_____
Site Work	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
<b>A1.1. Actual Construction Cost</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>A1.2. General Contractor Fee (3)</b> (Max. 14% of A1.1., column 3)	<b>\$ 1,783,406.00</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<i>General Development Costs</i>			
Accounting Fees	35,000.00	_____	_____
Appraisal	15,000.00	_____	_____

RFA 2013-\_\_\_ DEVELOPMENT COST PRO FORMA

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>General Development Costs (Cont'd)</i>			
Architect's Fee - Site/Building Design	500,000.00		
Architect's Fee - Supervision	50,000.00		
Builder's Risk Insurance	145,220.00		
Building Permit	139,500.00		
Brokerage Fees - Land/Buildings			
Capital Needs Assessment			
Engineering Fees	100,000.00		
Environmental Report	50,000.00		
FHFC Administrative Fee		180,623.00	
FHFC Application Fee		5,000.00	
FHFC Compliance Fee (6)		81,921.00	
FHFC Credit Underwriting Fees		23,410.00	
Green Building Certification/ HERS Inspection Costs			
<b>*Impact Fees (list in detail)</b>	881,376.00		
Inspection Fees	150,000.00		
Insurance	100,000.00		
Legal Fees	296,750.00	8,250.00	
Market Study	15,000.00		
Marketing/Advertising		150,000.00	
Property Taxes	85,000.00		
Soil Test Report	40,000.00		
Survey	25,000.00		
Title Insurance & Recording Fees		121,742.00	
Utility Connection Fee			
<b>*Other (explain in detail)</b>	324,000.00		
<b>A2. TOTAL GENERAL DEVELOPMENT COST</b>	<b>\$ 2,931,846.00</b>	<b>\$ 209,515.00</b>	<b>\$ 3,141,361.00</b>

RFA 2013-\_\_\_ DEVELOPMENT COST PRO FORMA

(Page 3 of 4)

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 TOTAL
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	40,000.00		██████████
Construction Loan Credit Enhancement Fee(s)			██████████
Construction Loan Interest	245,748.00	19,339.00	██████████
Permanent Loan Origination/ Commitment Fee(s)	██████████	23,000.00	██████████
Permanent Loan Credit Enhancement Fee(s)	██████████		██████████
Permanent Loan Closing Costs	██████████	6,900.00	██████████
Bridge Loan Origination/ Commitment Fee(s)			██████████
Bridge Loan Interest			██████████
Non-Permanent Loan(s) Closing Costs	8,002.00		██████████
*Other (explain in detail)			██████████
<b>A3. TOTAL FINANCIAL COSTS</b>	\$ ██████████	\$ ██████████	\$ ██████████
<b>B1. ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND) Existing Buildings</b>	\$ _____	\$ _____	\$ ██████████
<b>B2. *Other (explain in detail)</b>	\$ _____	\$ 100,000.00	\$ ██████████
<b>C. DEVELOPMENT COST (A1.3+A2+A3+B1+B2)</b>	\$ ██████████	\$ ██████████	\$ ██████████
<b>D. DEVELOPER'S FEE (1)</b>	\$ 3,105,368.00	\$ _____	\$ ██████████
<b>E. CONTINGENCY RESERVES (5)</b>	\$ 749,851.00	\$ _____	\$ ██████████
<b>F. TOTAL LAND COST</b>	██████████	\$ 1,500,000.00	\$ ██████████
<b>G. TOTAL DEVELOPMENT COST (C+D+E+F)</b>	\$ ██████████	\$ ██████████	\$ ██████████

RFA 2013-\_\_\_\_ DEVELOPMENT COST PRO FORMA

(Page 4 of 4)

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

DEVELOPMENT COSTS

**Actual Construction Cost**

(as listed at Item A1.)

Off-Site Work: \$100,000 to cover costs as follows: relocate utilities \$45,000, City of Miami sidewalk restoration \$55,000

Other:

**General Development Costs**

(as listed at Item A2.)

Impact Fees: Roads: \$418,503.40; School: \$55,080.00; Police: \$44,319.30; Fire: \$33,963.30; Parks & Area: \$329,510

Other:

**Financial Costs**

(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**

(as listed at Item B2.)

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

CONSTRUCTION or REHAB ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
<b>A. Total Development Costs</b>	\$ [REDACTED]	
<b>B. Construction or Rehab Funding Sources:</b>		
1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ 19,411,960.00	Attachment __ 12 __
2. First Mortgage Financing	\$ 4,000,000.00	Attachment __ 11 __
3. Second Mortgage Financing	\$ _____	Attachment _____
4. Third Mortgage Financing	\$ _____	Attachment _____
5. Grants	\$ _____	Attachment _____
6. HC Equity - Partner's Contribution	\$ _____	Attachment _____
7. HC Equity Bridge Loan	\$ _____	Attachment _____
8. USDA RD Financing:		
a. RD 514/516	\$ _____	Attachment _____
b. RD 515	\$ _____	Attachment _____
c. RD 538	\$ _____	Attachment _____
9. Other: _____	\$ _____	Attachment _____
10. Other: _____	\$ _____	Attachment _____
11. Deferred Developer Fee	\$ 1,500,000.00	
12. Total Sources	\$ [REDACTED]	
<b>C. Construction or Rehab Funding Shortfall (A. - B.12.):</b>	\$ [REDACTED]	

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

RFA 2013-\_\_\_ DEVELOPMENT COST PRO FORMA

(Page 2 of 2)

PERMANENT ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
<b>A. Total Development Costs</b>	\$ <u>24,738,734.00</u>	
<b>B. Permanent Funding Sources:</b>		
1. HC Syndication/HC Equity Proceeds	\$ <u>21,568,842.00</u>	Attachment __12__
2. First Mortgage Financing	\$ <u>2,300,000.00</u>	Attachment __11__
3. Second Mortgage Financing	\$ _____	Attachment _____
4. Third Mortgage Financing	\$ _____	Attachment _____
5. Grants	\$ _____	Attachment _____
6. HC Equity - Partner's Contribution	\$ _____	Attachment _____
7. USDA RD Financing:		
a. RD 514/516	\$ _____	Attachment _____
b. RD 515	\$ _____	Attachment _____
c. RD 538	\$ _____	Attachment _____
8. Other: _____	_____	Attachment _____
9. Other: _____	_____	Attachment _____
10. Deferred Developer Fee	\$ <u>1,000,000.00</u>	
11. Total Sources	\$ <u>24,738,734.00</u>	
<b>C. Permanent Funding Shortfall (A. - B.11.):</b>	\$ <u>0.00</u>	

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.





# Exhibit K

## ASSIGNMENT OF LEASE<sup>1</sup>

On even date herewith, **Calpesa Holding LLC** ("CALPESA"), a limited liability company having Florida Secretary of State, Corporations Division ID No. L12000107652, whose address is 7777 N.W. 146<sup>th</sup> Street, Miami Lakes, Florida 33016 ("**Assignor**"), has entered into a contract for assignment of lease with purchase option ("Contract for Assignment") (a copy of which is attached in Schedule "A" hereto and made a part of this Instrument) and granted, bargained, sold, assigned, transferred, and set over (the "First Assignment") (a copy of which is attached in Schedule "B" hereto and made a part of this Instrument) unto **Gibraltar Development Partners, LLC**, a Florida limited liability company having Florida Secretary of State, Corporations Division ID No. L13000122104 ("**Gibraltar**" or "**Assignee/Affiliate Agent**"), whose address is 135 San Lorenzo Avenue, Coral Gables, Florida 33146, as affiliate, agent, trustee for, and for the exclusive benefit of, its commonly-owned affiliate, **2401 NW, LLC**, a Florida limited liability company having Florida Secretary of State, Corporations Division ID No. L13000150052 ("**2401 NW LLC**" or "**Assignee**"), all of Assignor's right, title, and interest in and to that lease (a copy of which is attached in Schedule "C" hereto and made a part of this Instrument) (the "Lease") from and including November 7, 2013, together with all security deposits and prepaid rents made pursuant to the Lease (the "Deposits") affecting or related to the following property located in Miami-Dade County, Florida (the "Property"):

**26 53 41 1.03 AC W235FT OF N1/2 OF S ½ OF  
NW1/4 OF SW1/4 LESS PORTION PLATTED AS  
PLUMBERS HALL PB 51-85 OR 19444-3958 0900  
2 (2) COC 22023-4372 01 -2004 2, PUBLIC  
RECORDS, MIAMI-DADE COUNTY, FLORIDA**

**(FOLIO NO. 01-3126-000-0110)  
(C/K/A 1665 NW 24 STREET)**

**And**

**26 53 41 .265 AC PLUMBERS HALL PB 51-85  
TRACT 1 OR 19444-3958 0900 2 (2) COC  
22023-4372 01 2004 2 OR 27589-3302 0211 11,  
PUBLIC RECORDS, MIAMI-DADE COUNTY,  
FLORIDA**

**(FOLIO NO. 01-3126-002-0010)**

---

<sup>1</sup> This assignment and confirmation of agency relates to that certain Assignment of even date herewith entered into to document the actions of Gibraltar Development Partners, LLC in obtaining control of the site and commencing its development (and incurring expenses that are intended to be deductible for tax purposes) for the benefit of 2401 NW, LLC, its beneficiary and principal. See copy attached in Schedule "B".

(C/K/A 2401 NW 17 AVE)

By executing this further Assignment, Assignee hereby confirms the agent/principal and trustee/beneficiary relationship among Assignee/Affiliate Agent with respect to the Contract for Assignment and the First Assignment, and Assignee confirms and ratifies its agreement through its agent and trustee, Assignee/Affiliate Agent, agreeing to assume, and hereby assumes, all of Assignor's obligations and liabilities under the Leases accruing after November 7, 2013, including, without limitation, all obligations provided under the Lease or by law with respect to the payment of rents. Assignor confirms it is aware and consents to such facts and reiterates its representations and warranties to Assignee/Affiliate Agent and Assignee that: (i) Assignor has fully performed all of Assignor's obligations under the Lease through and including November 7, 2013, (ii) there are no other leases or any subleases affecting or related to the Property other than the Lease, (iii) all rents due and owing under the Lease have been paid through November 7, 2013 and (iv) Assignor has paid all Deposits under the Leases through November 7, 2013.


Lessor, LA-JD Financial Services, LLC, a Florida limited liability company, has consented to the First Assignment by instrument of even date herewith, and hereby consents to this further assignment by Assignor and Assignee/Affiliate Agent for the benefit of Assignee, with the full knowledge and agreement that the Lease could be further assigned by Assignee without further signature of Lessor, provided any further assignee is an affiliate of Assignee (i.e., an entity under common control). The parties understand and agree that all assignments of the Lease as to Lessor are with full recourse to each assignor.

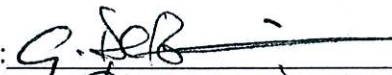
Executed on November 8, 2013.


Signed, sealed, and delivered  
in the presence of:

Assignor:

Calpesa Holdings, LLC

  
Name: Eugene Anderson

By:   
Name: GONZALO DELGADO  
its: MANAGER

  
Name: Alejandro Suarez

[COMPANY SEAL]

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Gonzalo DeKamun, [print title] Manager of Calpesa Holdings, LLC, a Florida limited liability company, on behalf of the company. (He) She is personally known to me or has produced as identification and did/did not take an oath.



D. ALEJANDRO SNYDER  
MY COMMISSION # FF 030692  
EXPIRES: June 24, 2017  
Bonded Thru Budget Notary Services

Name: D. Alejandro Snyder  
Commission No.:  
Notary Public  
State of Florida at Large

My commission expires:

Signed, sealed, and delivered  
in the presence of:

Assignee/Affiliate Agent:

Gibraltar Development Partners, LLC

Name: Eugenio Anderson  
  
Name: Alejandro Snyder

By: Rh Alayan  
Name: Manager Richard A. Alayan  
its: Manager

[COMPANY SEAL]

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Richard Alayan, [print title]

Manager of Gibraltar Development Partners, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced A450-741-60-128-0 as identification and did/did not take an oath.

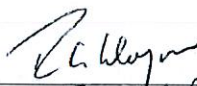
Name:  
Commission No.:  
Notary Public  
State of Florida at Large


My commission expires:

Signed, sealed, and delivered  
in the presence of:

Assignee:

2401 NW LLC

  
Name: Richard A. Alagon

By:   
Name: Eugenia Anderson  
its: Manager

~~Signature~~  
Name: Alejandro Snyder

[COMPANY SEAL]

STATE OF FLORIDA )  
  ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Eugenia Anderson, [print title] Manager of 2401 NW LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



D. ALEJANDRO SNYDER  
MY COMMISSION # FF 030692  
EXPIRES: June 24, 2017  
Bonded Thru Budget Notary Services

Name: D. Alejandro Snyder  
Commission No.:  
Notary Public  
State of Florida at Large

My commission expires:

Assignment and Confirmation of Agency  
Gibraltar to 2401 NW, LLC

Lessor:

LAJD Financial Services, LLC

By: Julio Diaz  
Name: \_\_\_\_\_  
Its: MANAGING MEMBER

Signed, sealed, and delivered  
in the presence of:

G. Selb  
Name: GONZALO DE ZAROVU

Henry P. Zell  
Name: Henry P. Zell

[COMPANY SEAL]

STATE OF FLORIDA          )  
  ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2013 by [print name] Julio Diaz, [print title] Managing Member of LA-JD Financial Services, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



Name: Lianette Gonzalez  
Commission No.: EE 138249  
Notary Public  
State of Florida at Large

My commission expires:



# Exhibit L



February 7, 2014

Re: **2401 NW, LLC - Developer Experience**  
**Eugenia Anderson**

Dear Brian and Cynthia:

According to the application rules for this year's RFA, the Applicant must state the name of each Developer, or co-Developer(s) that meet the General Developer Experience. I have attached a copy of the application rule language that FHFC mandated in RFA 2013-003 to meet their qualification requirements.

In August of 1992, I was hired and worked as the project manager/developer for Greater Miami Neighborhoods, Inc. (GMN). Greater Miami Neighborhoods in the early 1990's and into the next decade was the largest affordable housing developer in the state. The listed Richmond Pine and Park City projects were part of FHFC's hurricane relief efforts to replace the 40,000 units of affordable housing that was destroyed by Hurricane Andrew when it made landfall in south Florida on August 24th, 1992.

During the course of my career I have worked as the lead project manager for more than 6,000 units of affordable housing (homeownership and LIHTC) in Florida and in Texas. I could have listed many more projects but specifically choose to use the projects in **Attachment 4 to Exhibit A document (Prior General Development Experience Chart)**. I believe the disconnect with Florida Housing's scoring is they failed to connect all of the dots and did not verify that I was also an officer of the Developer entity - Greater Miami Neighborhoods when the Hidden Grove project was Placed-In-Service.

Consequently, I can demonstrate that at the time of the application submittal, and at the placed-in-service dates for each of the listed projects, I was an officer of the owner, or developer entities. Please see attached chart of information and let me know if you have any further questions. I was not able to upload Sunbiz records from 1993 and 1994 - however, we can make a records request for Annual Reports and for the projects' Certificates of Occupancy - if you think it adds significance to our protest.

Thank you again for your kind assistance with this matter.

Sincerely yours,

  
Genie Anderson

# Developer Experience

Any Applicant that applies as a Non-Profit but is not considered to be a Non-Profit will still be eligible to be considered for funding.

d. Principals for the Applicant and for each Developer.

All Applicants must provide a list, as **Attachment 3** to Exhibit A, identifying the Principals for the Applicant and for each Developer, as follows:

- (1) For a Limited Partnership, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (2) For a Limited Liability Company, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (3) For a Corporation and all other entities, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline.

This eligibility requirement may be met by providing a copy of the list of Principals that was reviewed and approved by the Corporation during the advance-review process.

To assist the Applicant in compiling the listing, the Corporation has included additional information at Item 3 of Exhibit C.

e. Contact Person.

Enter the requested information for the Contact Person. At a minimum, the Applicant must provide the name and e-mail address of the Contact Person.

### 3. Developer Information:

- a. The Applicant must state the name of each Developer, including all co-Developers.
- b. Each Developer entity identified at question 3.a. of Exhibit A of the RFA (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 4** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- c. Experienced Developer(s)  
At least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, must meet the General Developer Experience requirements in (1) and (2) below.

(1) General Developer Experience:

If the proposed Development consists of Scattered Sites, during the credit underwriting process the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC. However, if the proposed Development consists of Scattered Sites, site control must be demonstrated in the Application for all of the Scattered Sites, as outlined in Section Four A.7. of the RFA.

c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

(1) Development Category:

The Applicant must select one of the following Development Categories applicable to the proposed Development and provide the required information:

- New Construction (where 50% or more of the units are new construction)
- Rehabilitation (where less than 50% of the units are new construction)
- Acquisition and Rehabilitation (acquisition and less than 50% of the units are new construction)
- Redevelopment (where 50% or more of the units are new construction)
- Acquisition and Redevelopment (acquisition and 50% or more of the units are new construction)

In order to determine the proposed Development's eligibility for the selected Development Category and its Rental Assistance (RA) Level classification (calculated as outlined in (2) below), the documentation outlined in (1)(a) or (1)(b) below must be provided.

(a) If New Construction, Rehabilitation, or Acquisition and Rehabilitation is selected, in order to be classified as an RA Level other than RA Level 6, the Applicant must provide, as **Attachment 5** to Exhibit A, a letter from a designated administrator of a federal program that provides long-term rental assistance. The rental assistance provided must be tied to the proposed Development and its units and be for a minimum of 20 years from the date the Development's units are placed in service\*. The letter must include the following information and be dated within 12 months of the Application Deadline:

- Name of the proposed Development;
- Address of the proposed Development;
- Total number of units that will receive PBRA, ACC, and/or other form of long-term rental assistance if the proposed Development is funded;
- The federal program associated with the rental assistance; and
- A statement that the committed rental assistance will be reserved and available for use by the proposed Development by the time the units are placed in service and committed for a minimum of 20 years upon the units being placed in service\*.

\*This may be subject to congressional appropriation and continuation of the rental assistance program.

If the referenced letter is not provided, the proposed Development will automatically be deemed to be RA Level 6.

Attachment 4 to Exhibit A  
 Prior General Development Experience Chart

Name of Principal with the Required Experience: Eugenia Anderson				
Name of Developer Entity (for the proposed Development) for which the above Party is a Principal: Gibraltar 2401 Developers, LLC				
Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing	Total Number of Units	Year Completed
Richmond Pine	Miami-Dade County, Florida	LIHTC	80	1995
Park City	Miami-Dade County, Florida	LIHTC	180	1995
Hidden Grove	Miami-Dade County, Florida	LIHTC	222	2002

*Director  
 Officer of General Partner ...*

*when Officer - (GMN, Inc...)  
 2001*

## Developer Experience: 2401 NW, LLC (Eugenia Anderson)

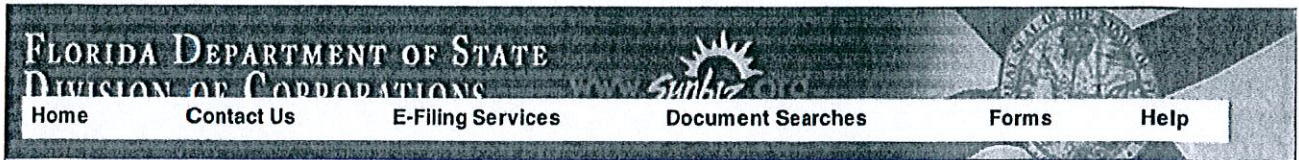
Project Name	Ownership Entity	General Partner	Developer	Tax Credit Cycle	Year Placed in Service
--------------	------------------	-----------------	-----------	------------------	------------------------

RICHMOND PINE	Richmond Pine, Ltd	GMN Affordable Housing Partner VI, Inc. Vice President/Director of the General Partner of Limited Partnership 1993-1999	GMN, INC*	1993	1995
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PARK CITY	Park City, Ltd.	GMN Affordable Housing Partner VIII, Inc. Vice President/Director of the General Partner of Limited Partnership 1993-1999	GMN, INC*	1993	1995
-----------	-----------------	--	-----------	------	------

HIDDEN GROVE	Hidden Grove, Ltd.	GMN-Hidden, Inc. Vice President/Director of the General Partner of Limited Partnership 1998 & 1999	GMN, INC*	1998	2002
--------------	--------------------	---	-----------	------	------

\* GREATER MIAMI NEIGHBORHOODS, INC. (Developer Entity and 100% Sole Ownership Entity of the General Partners of the Limited Partnerships)



## Detail by Entity Name

Richmond Pine

### Florida Limited Partnership

RICHMOND PINE LIMITED PARTNERSHIP

### Filing Information

<b>Document Number</b>	A93000000470
<b>FEI/EIN Number</b>	650406385
<b>Date Filed</b>	05/05/1993
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LP AMENDMENT
<b>Event Date Filed</b>	06/04/2008
<b>Event Effective Date</b>	NONE

### Principal Address

300 N.W. 12 AVENUE  
MIAMI, FL 33128

Changed: 12/06/2007

### Mailing Address

10227 WINCOPIN CIRCLE  
COLUMBIA, MD 21044

Changed: 06/04/2008

### Registered Agent Name & Address

B&C CORPORATE SERVICES OF CENTRAL FLORIDA  
390 NORTH ORANGE AVENUE, SUITE 1400  
ORLANDO, FL 32801

Name Changed: 06/04/2008

Address Changed: 06/04/2008

### General Partner Detail

#### **Name & Address**

Document Number L07000122727

FOOD/RICHMOND PINE, LLC

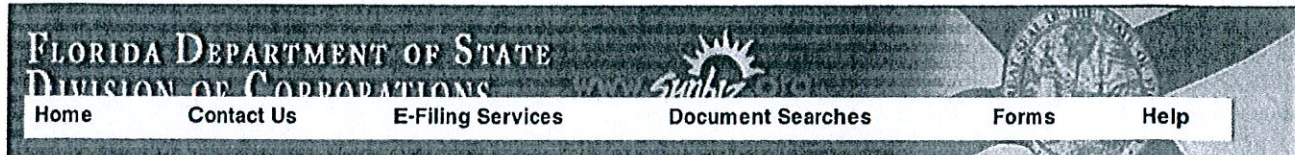
COLUMBIA, MD 21044

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2011	04/28/2011
2012	04/26/2012
2013	04/02/2013

**Document Images**

<u>04/02/2013 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/26/2012 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/28/2011 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/29/2010 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/30/2009 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>06/04/2008 -- LP Amendment</u>	<a href="#">View image in PDF format</a>
<u>05/01/2008 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>12/06/2007 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>04/18/2006 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/30/2005 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/16/2004 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/09/2003 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>07/11/2002 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>05/03/2001 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/07/2000 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/16/1999 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>12/31/1997 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>12/27/1996 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>



## Detail by Entity Name

*GP For  
Richmond Pine Ltd*

### Florida Profit Corporation

GMN AFFORDABLE HOUSING PARTNER VI, INC.

### Filing Information

Document Number	P93000032802
FEI/EIN Number	650413016
Date Filed	05/05/1993
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/26/2008
Event Effective Date	NONE

### Principal Address

300 NW 12TH AVE  
MIAMI, FL 33128

Changed: 02/01/2000

### Mailing Address

300 NW 12TH AVE  
MIAMI, FL 33128

Changed: 02/01/2000

### Registered Agent Name & Address

DOMINGUEZ, E  
300 NW 12TH AVE  
MIAMI, FL 33128

Name Changed: 12/06/2007

Address Changed: 02/01/2000

### Officer/Director Detail

#### **Name & Address**

Title PD

SIBLEY P...



MIAMI, FL 33128

Title VSD

DOMINGUEZ, E  
300 NW 12TH AVE  
MIAMI, FL 33128**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2005	04/27/2005
2006	04/21/2006
2007	12/06/2007

**Document Images**

<u>12/06/2007 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>04/21/2006 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/27/2005 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/13/2004 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/28/2003 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>07/11/2002 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/13/2001 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/01/2000 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/02/1999 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/16/1998 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/19/1997 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/01/1996 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/01/1995 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>

**FILE NOW: FILING FEE AFTER MAY 1 IS \$225.00**

**APPROVED AND FILED**

95 MAY -1 PH 1:43

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CORPORATION  
ANNUAL REPORT  
1995



FLORIDA DEPARTMENT OF STATE  
Sandra O. Matsum  
Secretary of State  
DIVISION OF CORPORATIONS

**DOCUMENT # P93000032802 (9)**

1. Corporation Name

**GMN AFFORDABLE HOUSING PARTNER VI, INC.**

Principal Place of Business

Mailing Address

1460 BRICKELL AVENUE  
SUITE 309  
MIAMI FL 33131

1460 BRICKELL AVENUE  
SUITE 309  
MIAMI FL 33131

DO NOT WRITE IN THIS SPACE

2. Date Incorporated or Qualified  
**05/05/1993**

3a. Date of Last Report  
**06/23/1994**

2. Principal Place of Business

2b. Mailing Address

21 Suite Apt. #, etc.

26 Suite Apt. #, etc.

4. FEI Number  
**65-0413016**

Applied For  
Not Applicable

22 City & State

27 City & State

5. Certificate of Status Desired

**\$8.75** Additional  
Fee Required

23 County

28 County

6. Election Campaign Financing  
Trust Fund Contribution

**\$5.00** May Be  
Added to Fees

24 City

25 County

29 City

30 County

6. This corporation has liability for its obligations under C 100,000,  
Florida Statutes  Yes  No

9. Name and Address of Current Registered Agent

10. Name and Address of New Registered Agent

**GREATER MIAMI NEIGHBORHOODS, INC.**  
1460 BRICKELL AVE., # 309  
MIAMI FL 33131

01 Name

02 Street Address (P.O. Box Number is Not Acceptable)

03 City

04 State

**FL**

05 Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1108, Florida Statutes, the above named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of Section 607.0905, Florida Statutes.

SIGNATURE

Signature must be in ink and must be of the registered agent or the registered agent's authorized representative. If the registered agent is a corporation, the signature must be of an authorized officer or director.

12. OFFICERS AND DIRECTORS	
01 NAME	PD POLLACK, ROBERT W JR
02 STREET ADDRESS	1460 BRICKELL AVE., SUITE 309
03 CITY ST ZIP	MIAMI FL 33131
04 NAME	D WOLFSON, LOUIS III
05 STREET ADDRESS	8940 NE 24TH TERRACE
06 CITY ST ZIP	MIAMI FL 33172
07 NAME	VD ANDERSON EUGENIA J.
08 STREET ADDRESS	1460 BRICKELL AVE., # 309
09 CITY ST ZIP	MIAMI FL 33131
10 NAME	
11 STREET ADDRESS	
12 CITY ST ZIP	
13 NAME	
14 STREET ADDRESS	
15 CITY ST ZIP	

13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
16 TITLE	VD <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
17 NAME	AGUSTIN DOMINGUEZ
18 STREET ADDRESS	1460 BRICKELL AVE 309
19 CITY ST ZIP	MIAMI FL 33131
20 TITLE	
21 NAME	
22 STREET ADDRESS	
23 CITY ST ZIP	
24 TITLE	
25 NAME	
26 STREET ADDRESS	
27 CITY ST ZIP	
28 TITLE	
29 NAME	
30 STREET ADDRESS	
31 CITY ST ZIP	
32 TITLE	
33 NAME	
34 STREET ADDRESS	
35 CITY ST ZIP	
36 TITLE	
37 NAME	
38 STREET ADDRESS	
39 CITY ST ZIP	
40 TITLE	
41 NAME	
42 STREET ADDRESS	
43 CITY ST ZIP	

700001475497  
-05/04/95--01027--017  
\*\*\*3896.25 \*\*\*208.75

PA 6/1

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption under Section 119.07(3)(b) Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath by an officer or director of the corporation or the receiver or trustee empowered to make this report as required by Chapter 607, Florida Statutes, and that my name appears as Block 12 or Block 13 if changed, or on an attachment with an address.

SIGNATURE:

*Eugenia Anderson*  
EUGENIA ANDERSON

SIGNATURE AND TYPED OR PRINTED NAME OF BOILING OFFICER OR DIRECTOR

5/1/95

(305) 374-5503

**FILE NOW: FILING FEE AFTER MAY 1 IS \$225.00**

**PROFIT CORPORATION ANNUAL REPORT 1996**



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mathran  
Secretary of State  
DIVISION OF CORPORATIONS

**DOCUMENT # P93000032802 (9)**

1. Corporation Name  
**GMN AFFORDABLE HOUSING PARTNER VI, INC.**



Principal Place of Business      Mailing Address  
**1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131**      **1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131**

3. Date Incorporated or Qualified: **05/05/1993**      3a. Date of Last Report: **05/01/1995**  
4. F.I.N. Number: **65-0413016**      Applied For:  Not Applicable  
5. Certificate of Status Desired:  **\$8.75 Additional Fee Required**  
6. Election Campaign Financing Trust Fund Contribution:  **\$5.00 May Be Added to Fees**  
8. This corporation has liability for intangible tax under s. 199.032, Florida Statutes:  Yes  No

2. Principal Place of Business      2a. Mailing Address  
21. Suite, Apt. #, etc.      26. Suite, Apt. #, etc.  
22. City & State      27. City & State  
23. Zip      28. Zip      29. Country      30. Country

9. Name and Address of Current Registered Agent  
**GREATER MIAMI NEIGHBORHOODS, INC.  
1460 BRICKELL AVE., # 309  
MIAMI FL 33131**

10. Name and Address of New Registered Agent  
81. Name  
82. Street Address (P.O. Box Number is Not Acceptable)  
83.  
84. City      85. Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's Board of Directors. Thereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.

SIGNATURE

Signature of Registered Agent      Signature of President or Director

12. OFFICERS AND DIRECTORS

TITLE	PD	<input checked="" type="checkbox"/> DELETE
NAME	POLLACK, ROBERT W JR	
STREET ADDRESS	1460 BRICKELL AVE., SUITE 309	
CITY- ST- ZIP	MIAMI FL 33131	
TITLE	D	<input type="checkbox"/> DELETE
NAME	WOLFSON, LOUIS III	
STREET ADDRESS	8940 NE 24TH TERRACE	
CITY- ST- ZIP	MIAMI FL 33172	
TITLE	VD	<input type="checkbox"/> DELETE
NAME	ANDERSON EUGENIA J.	
STREET ADDRESS	1460 BRICKELL AVE., # 309	
CITY- ST- ZIP	MIAMI FL 33131	
TITLE	VD	<input type="checkbox"/> DELETE
NAME	DOMINGUEZ, AGUSTIN	
STREET ADDRESS	1460 BRICKELL AVE 309	
CITY- ST- ZIP	MIAMI FL 33131	
TITLE		<input type="checkbox"/> DELETE
NAME		
STREET ADDRESS		
CITY- ST- ZIP		
TITLE		<input type="checkbox"/> DELETE
NAME		
STREET ADDRESS		
CITY- ST- ZIP		

13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12

11 TITLE	VD	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
12 NAME	RUSSELL A. SIBLEY	
13 STREET ADDRESS	1460 BRICKELL AVE # 309	
14 CITY- ST- ZIP	MIAMI FL 33131	
21 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
22 NAME		
23 STREET ADDRESS		
24 CITY- ST- ZIP		
31 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
32 NAME		
33 STREET ADDRESS		
34 CITY- ST- ZIP		
41 TITLE	PRESIDENT / DIRECTOR	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
42 NAME		
43 STREET ADDRESS		
44 CITY- ST- ZIP		
51 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
52 NAME		
53 STREET ADDRESS		
54 CITY- ST- ZIP		
61 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
62 NAME		
63 STREET ADDRESS		
64 CITY- ST- ZIP		

600001840056  
-05/28/96--01018--001  
\*\*\*2853.75

5-1-96  
12

14. I do hereby certify that the information supplied in this filing is voluntarily furnished and does not qualify for the exemption stated in Section 19.07(3)(k) Florida Statutes. I further certify that the information indicated on this report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee or person named to execute the report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 of this report or on an attachment with an effective date.

SIGNATURE: **AGUSTIN DOMINGUEZ, PRESIDENT**  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

4/24/96

(305) 374-5500

FILE NOW: FILING FEE AFTER MAY 1 IS \$550.00

FILED  
May 19 1997 8:00am  
Secretary of State

PROFIT CORPORATION ANNUAL REPORT 1997

FLORIDA DEPARTMENT OF STATE  
Sandra B. Northam  
Secretary of State  
DIVISION OF CORPORATIONS

DOCUMENT # P93000032802 (9)  
1. Corporation Name  
GMN AFFORDABLE HOUSING PARTNER VI, INC.



Principal Place of Business 1480 BRICKELL AVENUE SUITE 300 MIAMI FL 33131		Mailing Address 1480 BRICKELL AVENUE SUITE 300 MIAMI FL 33131-0437		3. Date Incorporated or Qualified 05/05/1993	34. Date of Last Report 05/01/1996
21. Principal Place of Business	22. Suite, Apt. #, etc.	23. City & State	24. Zip	25. Country	26. Mailing Address
27. Suite, Apt. #, etc.	28. City & State	29. Zip	30. Country	4. FEI Number 65-0413016	5. Certificate of Status Desired <input checked="" type="checkbox"/> \$8.75 Additional Fee Required
6. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/> \$5.00 May Be Added to Fees	8. This corporation has liability for intangible tax under a Florida Statute <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

8. Name and Address of Current Registered Agent GREATER MIAMI NEIGHBORHOODS, INC. 1480 BRICKELL AVE., # 300 MIAMI FL 33131		10. Name and Address of New Registered Agent			
81. Name		82. Street Address (P.O. Box Number is Not Acceptable)			
83.		84. City			
		FL		85. Zip Code	

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0500, Florida Statutes.

SIGNATURE		DATE	
12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
12.1 TITLE NAME STREET ADDRESS CITY, ST, ZIP	VD SIBLEY, RUSSELL A 1480 BRICKELL AVENUE #300 MIAMI FL 33131 <input type="checkbox"/> DELETE	13.1 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.2 TITLE NAME STREET ADDRESS CITY, ST, ZIP	D WOLFSON, LOUIS III 8940 NE 24TH TERRACE MIAMI FL 33172 <input type="checkbox"/> DELETE	13.2 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.3 TITLE NAME STREET ADDRESS CITY, ST, ZIP	VD ANDERSON EUGENIA J. 1480 BRICKELL AVE., # 300 MIAMI FL 33131 <input type="checkbox"/> DELETE	13.3 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.4 TITLE NAME STREET ADDRESS CITY, ST, ZIP	PD DOMINGUEZ, AGUSTIN 1480 BRICKELL AVE 300 MIAMI FL 33131 <input type="checkbox"/> DELETE	13.4 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.5 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> DELETE	13.5 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.6 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> DELETE	13.6 TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

14. I do hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(c), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears on the list of officers, directors, and shareholders in an attachment with an address.

SIGNATURE: *Eugenia Anderson* EUGENIA ANDERSON, Vice Pres. 4-17-97 305 874 5543

CR2E004 (05/96)

FILE NOW: FILING FEE AFTER MAY 1ST IS \$550.00

FILED  
Jan 16 1998 8:00am  
Secretary of State

PROFIT CORPORATION ANNUAL REPORT 1998  
  
 FLORIDA DEPARTMENT OF STATE  
 Sandra B. Mortham  
 Secretary of State  
 DIVISION OF CORPORATIONS

DOCUMENT # P93000032802 (9)  
 1. Corporation Name  
 GMN AFFORDABLE HOUSING PARTNER VI, INC.



Principal Place of Business: 1480 BRICKELL AVENUE SUITE 309 MIAMI FL 33131  
 Mailing Address: 1480 BRICKELL AVENUE SUITE 309 MIAMI FL 33131

DO NOT WRITE IN THIS SPACE

2. Principal Place of Business: 21 Suite, Apt. #, etc. 22 City & State 23 Zip Country  
 2a. Mailing Address: 24 Suite, Apt. #, etc. 25 City & State 26 Zip Country

3. Date Incorporated or Qualified: 05/05/1993  
 4. FEI Number: 65-0413016 Applied For:  Not Applicable  
 5. Certificate of Status Desired:  \$8.75 Additional Fee Required  
 6. Election Campaign Financing Trust Fund Contribution:  \$5.00 May Be Added to Fees  
 8. This corporation owes or has paid the current year Intangible Personal Property Tax due June 30.  Yes  No

9. Name and Address of Current Registered Agent: GREATER MIAMI NEIGHBORHOODS, INC. 1480 BRICKELL AVE., # 309 MIAMI FL 33131

10. Name and Address of Now Registered Agent: 81 Name 82 Street Address (P.O. Box Number is Not Acceptable) 83 84 City FL 85 Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of Section 607.0506, Florida Statutes.

SIGNATURE: *[Signature]* DATE: *[Date]*

12. OFFICERS AND DIRECTORS

TITLE	VD	DELETE
NAME	SIBLEY, RUSSELL A	
STREET ADDRESS	1480 BRICKELL AVENUE #309	
CITY-ST-ZIP	MIAMI FL 33131	
TITLE	D	DELETE
NAME	WOLFSON, LOUIS III	
STREET ADDRESS	8940 NE 24TH TERRACE	
CITY-ST-ZIP	MIAMI FL 33172	
TITLE	VD	DELETE
NAME	ANDERSON EUGENIA J.	
STREET ADDRESS	1480 BRICKELL AVE., # 309	
CITY-ST-ZIP	MIAMI FL 33131	
TITLE	PD	DELETE
NAME	DOMINGUEZ, AGUSTIN	
STREET ADDRESS	1480 BRICKELL AVE 309	
CITY-ST-ZIP	MIAMI FL 33131	
TITLE		DELETE
NAME		
STREET ADDRESS		
CITY-ST-ZIP		
TITLE		DELETE
NAME		
STREET ADDRESS		
CITY-ST-ZIP		

13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12

11 TITLE	TREASURER	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
12 NAME	GONZALO DE RAMON	
13 STREET ADDRESS	1480 BRICKELL AVE, 509	
14 CITY-ST-ZIP	MIAMI, FLA 33131	
21 TITLE	COMPTROLLER	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
22 NAME	MARCO A. SARZO	
23 STREET ADDRESS	1480 BRICKELL AVE, 309	
24 CITY-ST-ZIP	MIAMI, FLA 33131	
31 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
32 NAME		
33 STREET ADDRESS		
34 CITY-ST-ZIP		
41 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
42 NAME		
43 STREET ADDRESS		
44 CITY-ST-ZIP		
51 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
52 NAME		
53 STREET ADDRESS		
54 CITY-ST-ZIP		
61 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
62 NAME		
63 STREET ADDRESS		
64 CITY-ST-ZIP		

14. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 118.07(3)(c), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed, or on an attachment with an address.

SIGNATURE: *[Signature]* DATE: 1/5/98 3053745203

CREATED (10/97)

FILE NOW: FILING FEE AFTER MAY 1ST IS \$550.00

**FILED**  
**Mar 02, 1999 8:00 am**  
**Secretary of State**

03-02-1999 90157 001 \*3,226.25

PROFIT CORPORATION ANNUAL REPORT <b>1999</b>		FLORIDA DEPARTMENT OF STATE <b>Katherine Harris</b> Secretary of State DIVISION OF CORPORATIONS
--	---	--

**DOCUMENT # P93000032802**  
 1. Corporation Name  
**GMN AFFORDABLE HOUSING PARTNER VI, INC.**

Principal Place of Business 1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131	Mailing Address 1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131
--	--



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business 21 Suite, Apt. #, etc. 22 City & State 24 Zip 25 Country	2a. Mailing Address 26 Suite, Apt. #, etc. 27 City & State 29 Zip 30 Country
--	---

3. Date Incorporated or Qualified <b>05/05/1993</b>	4. FEI Number <b>65-0413016</b>	Applied For <input type="checkbox"/> Not Applicable
5. Certificate of Status Desired <input checked="" type="checkbox"/>	<b>\$8.75 Additional Fee Required</b>	
6. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/>	<b>\$5.00 May Be Added to Fees</b>	
8. This corporation owes the current year intangible Personal Property Tax. <input type="checkbox"/> Yes <input type="checkbox"/> No		

9. Name and Address of Current Registered Agent  
**GREATER MIAMI NEIGHBORHOODS, INC.**  
 1460 BRICKELL AVE., # 309  
 MIAMI FL 33131

10. Name and Address of New Registered Agent

81 Name	85 Zip Code
82 Street Address (P.O. Box Number is Not Acceptable)	
83	
84 City	<b>FL</b>

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.

SIGNATURE \_\_\_\_\_ (NOTE: Registered Agent signature required when reinstating) DATE \_\_\_\_\_

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE	VD <input type="checkbox"/> DELETE	1.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	SIBLEY, RUSSELL A	1.2 NAME	
STREET ADDRESS	1460 BRICKELL AVENUE #309	1.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	1.4 CITY-ST-ZIP	
TITLE	D <input checked="" type="checkbox"/> DELETE	2.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	WOLFSON, LOUIS III	2.2 NAME	
STREET ADDRESS	8940 NE 24TH TERRACE	2.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33172	2.4 CITY-ST-ZIP	
TITLE	VD <input type="checkbox"/> DELETE	3.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	ANDERSON EUGENIA J.	3.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., # 309	3.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	3.4 CITY-ST-ZIP	
TITLE	PD <input type="checkbox"/> DELETE	4.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DOMINGUEZ, AGUSTIN	4.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE 309	4.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	4.4 CITY-ST-ZIP	
TITLE	T <input type="checkbox"/> DELETE	5.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DE RAMON, GONZOLO	5.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., #309	5.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	5.4 CITY-ST-ZIP	
TITLE	C <input checked="" type="checkbox"/> DELETE	6.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	SARIOL, MARIO A	6.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., #309	6.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	6.4 CITY-ST-ZIP	

14. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE Agustin Dominguez Date 1/9/99 Daytime Phone # 305 374 5523

CR2E034 (11/98)

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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Detail by Entity Name

Park City Application

**Florida Limited Partnership**

PARK CITY, LTD.

**Filing Information**

Document Number	A93000000221
FEI/EIN Number	650455177
Date Filed	02/24/1993
State	FL
Status	ACTIVE
Last Event	LTD AMENDED AND RESTATED CERTIFICATE
Event Date Filed	09/03/2008
Event Effective Date	NONE

**Principal Address**

10227 WINCOPIN CIRCLE  
COLUMBIA, MD 21044

Changed: 09/03/2008

**Mailing Address**

10227 WINCOPIN CIRCLE  
COLUMBIA, MD 21044

Changed: 09/03/2008

**Registered Agent Name & Address**

B&C CORPORATE SERVICES OF CENTRAL FLORIDA  
390 NORTH ORANGE AVENUE, SUITE 1400  
ORLANDO, FL 32801

Name Changed: 04/26/2012

Address Changed: 09/03/2008

**General Partner Detail**

**Name & Address**

Document Number L07000122740

FOOD/PARK CITY, LLC

COLUMBIA, MD 21044

Document Number P93000038992

OPA LOCKA-PARK CITY, INC.  
 300 N.W. 12TH AVE  
 MIAMI, FL 33128

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2011	04/28/2011
2012	04/26/2012
2013	04/02/2013

**Document Images**

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<u>12/27/1996 -- CONTRIBUTION CHANGE</u>	<a href="#">View image in PDF format</a>
<u>12/27/1996 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>



FILE ON OR BEFORE DECEMBER 31, 1996 OR PARTNERSHIP  
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

FILED

'96 DEC 27 PM 2:32

SECRETARY OF STATE  
TALLAHASSEE FLORIDA



LIMITED PARTNERSHIP ANNUAL REPORT <b>1997</b>		FLORIDA DEPARTMENT OF STATE <b>Sandra Mortham</b> Secretary of State DIVISION OF CORPORATIONS
---	---	--

1. Name of Limited Partnership  PARK CITY, LTD.	1a. DOCUMENT # <b>A93000000221</b>
---	---------------------------------------

Mailing Address GREATER MIAMI NEIGHBORHOODS, INC. 1460 BRICKELL AVE. SUITE 309 MIAMI FL 33131	Principal Office Address GREATER MIAMI NEIGHBORHOODS, INC. 1460 BRICKELL AVE. SUITE 309 MIAMI FL 33131	3. Date Formed or Registered 02/24/1993	5a. Capital Contributions as Shown on record. \$1,000.00
		3a. Date of Last Report 01/03/1996	5b. Amount of Capital Contributions in FLORIDA to date: \$2,575,737.00
		4. State or Country of Formation FL	
2. Mailing Address Suite, Apt. #, etc. City & State Zip Country	2a. Principal Office Address Suite, Apt. #, etc. City & State Zip Country	6. FEL Number 65-0455177	<input type="checkbox"/> Applied For <input type="checkbox"/> Not Applicable
		7. Certificate of Status Desired XX	\$8.75 Additional Fee Required
8. Make check payable to: Dept. of State (See reverse side for fee information)			

9. Name and Address of Current Registered Agent DERAMON, GONZALO C/O GREATER MIAMI NEIGHBORHOODS, INC. 1460 BRICKELL AVE., SUITE 309 MIAMI FL 33131	10. If changed, new Registered Agent/Office Name Street Address (P.O. Box Number is Not Acceptable) 000002052240--5 Suite, Apt. #, etc. -01/03/97--01038--009 ***9864 65 ****585.00 City FL Zip Code
---	--

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent. I am familiar with, and accept the obligations of section 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment) *G. Selva* DATE 12/19/96

**A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.**

11. Name(s) of General Partner(s)	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	11b. City, State & Zip Code	11c. Registration/Document Number
GMN AFFORDABLE HOUSING PARTN	1460 BRICKELL AVE., S	MIAMI FL 33131	P93000032816
OPA LOCKA-PARK CITY, INC.	490 OPA LOCKA BLVD.,	OPA LOCKA FL 33054	P93000038992
			585.00

**Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.**

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 19.07(3)(k), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(a) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by chapter 620, Florida Statutes.

SIGNATURE *Agustin Dominguez, Pres.* DATE 12/23/96

Typed or Printed Name of General Partner Signing Form AGUSTIN DOMINGUEZ, PRESIDENT Daytime Telephone Number 305-374-5503

CTR2E003 (6/96)

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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Detail by Entity Name

*Park City Ltd  
General Partner*

**Florida Profit Corporation**

GMN AFFORDABLE HOUSING PARTNER VIII, INC.

**Filing Information**

Document Number	P93000032820
FEI/EIN Number	650413018
Date Filed	05/05/1993
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/14/2007
Event Effective Date	NONE

**Principal Address**

300 NW 12TH AVE  
MIAMI, FL 33128

Changed: 02/02/2000

**Mailing Address**

300 NW 12TH AVE  
MIAMI, FL 33128

Changed: 02/02/2000

**Registered Agent Name & Address**

MARTORANO, SAL  
300 NW 12TH AVE  
MIAMI, FL 33128

Name Changed: 02/02/2000

Address Changed: 02/02/2000

**Officer/Director Detail**

**Name & Address**

Title DV

SIBLEY BUSCH LLP

MIAMI, FL 33128

Title PD

DOMINGUEZ, AGUSTIN  
300 NW 12TH AVENUE  
MIAMI, FL 33128

Title DVT

MARTORANO, SAL  
300 NW 12TH AVE  
MIAMI, FL 33128

Title DV

REVALES, RON  
300 NW 12TH AVE  
MIAMI, FL 33128

Title DS

RODRIGUEZ, KATHLEEN  
300 NW 12TH AVE  
MIAMI, FL 33128**Annual Reports**

Report Year	Filed Date
2004	04/13/2004
2005	04/27/2005
2006	04/20/2006

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FILE NOW: FILING FEE AFTER MAY 1 IS \$225.00

APPROVED AND FILED

95 MAY -1 PM 1:47

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CORPORATION  
ANNUAL REPORT  
1995



FLORIDA DEPARTMENT OF STATE  
Sandra B. Matheny  
Secretary of State  
DIVISION OF CORPORATIONS

DOCUMENT # P93000032820 (1)

1. Corporation Name

GMN AFFORDABLE HOUSING PARTNER VIII, INC.

Principal Place of Business

1460 BRICKELL AVENUE  
SUITE 309  
MIAMI FL 33131

Mailing Address

1460 BRICKELL AVENUE  
SUITE 309  
MIAMI FL 33131

DO NOT WRITE IN THIS SPACE

3. Date Incorporated or Qualified  
05/05/1993

3a. Date of Last Report  
06/23/1994

4. FEI Number  
65-0413018

Applied For  
Not Applicable

5. Certificate of Status Desired

\$8.75 Additional  
Fee Required

6. Election Campaign Financing  
Trust Fund Contribution

\$5.00 May Be  
Added to Fees

7. This corporation has liability for intangible tax under § 190.001,  
Florida Statutes  Yes  No

2. Principal Place of Business

21. Suite Apt # etc

22. City & State

24. Zip

2a. Mailing Address

26. Suite Apt # etc

27. City & State

25. County

28. Mailing Address

28. Suite Apt # etc

28. City & State

29. Zip

20. County

9. Name and Address of Current Registered Agent

GREATER MIAMI NEIGHBORHOODS, INC.  
1460 BRICKELL AVE., # 309  
MIAMI FL 33131

10. Name and Address of Now Registered Agent

81. Name

82. Street Address (P.O. Box Number is Not Acceptable)

83. City

84. City

FL

85. Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am hereby waiving, and accept the obligations of, Section 607.0705, Florida Statutes.

SIGNATURE

12. OFFICERS AND DIRECTORS

NAME: PD POLLACK, ROBERT W JR  
STREET ADDRESS: 1460 BRICKELL AVE., SUITE 309  
CITY, ST, ZIP: MIAMI FL 33131

NAME: D WOLFSON, LOUIS III  
STREET ADDRESS: 8940 NE 24TH TERRACE  
CITY, ST, ZIP: MIAMI FL 33172

NAME: VD ANDERSON EUGENIA J.  
STREET ADDRESS: 1460 BRICKELL AVE., # 309  
CITY, ST, ZIP: MIAMI FL 33131

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS (w/ 12)

NAME: VD AGUSTIN DOMINGUEZ  
STREET ADDRESS: 1460 BRICKELL AV 309  
CITY, ST, ZIP: MIAMI FL 33131

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

14. I hereby certify that the information supplied with this filing is voluntarily furnished and is true and correct and that the signature shall have the same legal effect as if made under oath. That I am an officer or director of the corporation. This record or listing is prepared to expedite this report as required by Chapter 607, Florida Statutes, and that my name appears on this report as required, or correct if additional with an address.

SIGNATURE:

*Eugenia J. Anderson*  
EUGENIA ANDERSON

5/1/95 (302)394-5503

**FILE NOW: FILING FEE AFTER MAY 1 IS \$225.00**

**PROFIT CORPORATION ANNUAL REPORT 1996**



FLORIDA DEPARTMENT OF STATE  
 Sandra B. Mathman  
 Secretary of State  
 DIVISION OF CORPORATIONS

**DOCUMENT # P93000032820 (1)**

1. Corporation Name  
**GMN AFFORDABLE HOUSING PARTNER VIII, INC.**



Principal Place of Business  
**1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131**

Mailing Address  
**1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131**

3. Date Incorporated or Qualified: **05/05/1993**      3a. Date of Last Report: **05/01/1995**

4. FEI Number: **65-0413018**      Applied For:  Not Applicable:

5. Certificate of Status Desired:  **\$8.75 Additional Fee Required**

6. Election Campaign Financing Trust Fund Contribution:  **\$5.00 May Be Added to Fees**

8. This corporation has liability for intangible tax under s. 199.032, Florida Statutes:  Yes  No

2. Principal Place of Business  
 21. Suite, Apt. #, etc.  
 22. City & State  
 23. Zip      24. Country

2a. Mailing Address  
 26. Suite, Apt. #, etc.  
 27. City & State  
 28. Zip      29. Country

9. Name and Address of Current Registered Agent  
**GREATER MIAMI NEIGHBORHOODS, INC. 1460 BRICKELL AVE., # 309 MIAMI FL 33131**

10. Name and Address of New Registered Agent  
 81. Name  
 82. Street Address (P.O. Box Number is Not Acceptable)  
 83.  
 84. City      85. Zip Code: **FL**

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0506, Florida Statutes.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_


12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE	PD POLLACK, ROBERT W JR 1460 BRICKELL AVE., SUITE 309 MIAMI FL 33131	<input checked="" type="checkbox"/> DELETE	1. TITLE: VD RUSSELL A. SIBLEY 12. NAME: RUSSELL A. SIBLEY 13. STREET ADDRESS: 1460 BRICKELL AVE 14. CITY - ST - ZIP: MIAMI FL 33131
TITLE	D WOLFSON, LOUIS III 8940 NE 24TH TERRACE MIAMI FL 33172	<input type="checkbox"/> DELETE	2. TITLE: <input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE	VD ANDERSON EUGENIA J. 1460 BRICKELL AVE., # 309 MIAMI FL 33131	<input type="checkbox"/> DELETE	3. TITLE: <input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE	VD DOMINGUEZ, AGUSTIN 1460 BRICKELL AVE 309 MIAMI FL 33131	<input type="checkbox"/> DELETE	4. TITLE: PRESIDENT- DIRECTOR 42. NAME: <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE		<input type="checkbox"/> DELETE	5. TITLE: <input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE		<input type="checkbox"/> DELETE	6. TITLE: 000001840080 62. NAME: -05/28/96--01018--001 63. STREET ADDRESS: ***2853.75

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and I do not qualify for the exemption stated in Section 119.07(3)(b), Florida Statutes. I do hereby certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation, or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 in change or deletion attachment with an address.

SIGNATURE: **AGUSTIN DOMINGUEZ**      4-25-96      (305) 374-5503

FILE NOW: FILING FEE AFTER MAY 1 IS \$550.00

FILED  
May 19 1997 8:00am  
Secretary of State

PROFIT CORPORATION ANNUAL REPORT 1997  FLORIDA DEPARTMENT OF STATE Sandra B. Morham Secretary of State DIVISION OF CORPORATIONS	
DOCUMENT # P93000032820 (1) Corporation Name GMM AFFORDABLE HOUSING PARTNER VIII, INC.	
Principal Place of Business 1480 BRICKELL AVENUE SUITE 309 MIAMI FL 33131	
Mailing Address 1480 BRICKELL AVENUE SUITE 309 MIAMI FL 33131-5437	
3. Date Incorporated or Qualified 05/05/1993 3a. Date of Last Report 05/01/1996	
4. FEI Number 65-0418018 Applied For Not Applicable	
5. Certificate of Status Desired <input checked="" type="checkbox"/> \$8.75 Additional Fee Required	
6. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/> \$5.00 May Be Added to Fees	
7. This corporation has liability for intangible tax under s. 199.032, Florida Statutes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9. Name and Address of Current Registered Agent GREATER MIAMI NEIGHBORHOODS, INC. 1480 BRICKELL AVE., # 309 MIAMI FL 33131	
10. Name and Address of New Registered Agent 81 Name 82 Street Address (P.O. Box Number is Not Acceptable) 83 84 City FL 85 Zip Code	
11. Pursuant to the provisions of Sections 1407, 6502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.	
SIGNATURE: _____ DATE: _____	
12. OFFICERS AND DIRECTORS 12.1 NAME 12.2 STREET ADDRESS 12.3 CITY-STATE-ZIP 12.4 TITLE 12.5 NAME 12.6 STREET ADDRESS 12.7 CITY-STATE-ZIP 12.8 TITLE 12.9 NAME 12.10 STREET ADDRESS 12.11 CITY-STATE-ZIP 12.12 TITLE 12.13 NAME 12.14 STREET ADDRESS 12.15 CITY-STATE-ZIP 12.16 TITLE 12.17 NAME 12.18 STREET ADDRESS 12.19 CITY-STATE-ZIP 12.20 TITLE	
13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12 13.1 TITLE 13.2 NAME 13.3 STREET ADDRESS 13.4 CITY-STATE-ZIP 13.5 TITLE 13.6 NAME 13.7 STREET ADDRESS 13.8 CITY-STATE-ZIP 13.9 TITLE 13.10 NAME 13.11 STREET ADDRESS 13.12 CITY-STATE-ZIP 13.13 TITLE 13.14 NAME 13.15 STREET ADDRESS 13.16 CITY-STATE-ZIP 13.17 TITLE	
14. I, the undersigned, certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or its receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears in Block 12 or Block 13 if changed or in an attachment with an address.	
SIGNATURE: <i>Eugenia J. Anderson</i> Vice Pres 4-17-97 305 894 8503 NAME AND TYPED OR PRINTED NAME OF BOARD OFFICER OR DIRECTOR	



CORP-2034 (1996)

FILE NOW: FILING FEE AFTER MAY 1ST IS \$550.00

FILED

Jan 16 1998 8:00am  
Secretary of State

PROFIT CORPORATION  
ANNUAL REPORT  
1998



FLORIDA DEPARTMENT OF STATE  
Sandra B. Morham  
Secretary of State  
DIVISION OF CORPORATIONS

DOCUMENT # P93000032820 (1)  
1. Corporation Name  
GMN AFFORDABLE HOUSING PARTNER VIII, INC.

Principal Place of Business Mailing Address  
1460 BRICKELL AVENUE 1460 BRICKELL AVENUE  
SUITE 309 SUITE 309  
MIAMI FL 33131 MIAMI FL 33131



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business		2a. Mailing Address		3. Date Incorporated or Qualified 05/05/1993	
21 Suite, Apt. #, etc.	26 Suite, Apt. #, etc.	4. FEI Number 65-0413018		Applied For Not Applicable	
22 City & State	27 City & State	5. Certificate of Status Desired <input checked="" type="checkbox"/>		\$8.75 Additional Fee Required	
23 Zip	28 Zip	6. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/>		\$5.00 May Be Added to Fees	
24 Country	29 Country	8. This corporation owes or has paid the current year Intangible Personal Property Tax due June 30.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9. Name and Address of Current Registered Agent GREATER MIAMI NEIGHBORHOODS, INC. 1460 BRICKELL AVE., # 309 MIAMI FL 33131			10. Name and Address of New Registered Agent		
11. Pursuant to the provisions of Sections 607.2502 and 607.1505, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.2505, Florida Statutes.			SIGNATURE		

SIGNATURE

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 1997	
TITLE	VD	1.1 TITLE	Treasurer
NAME	SIBLEY, RUSSELL A	1.2 NAME	Scott De Pann
STREET ADDRESS	1460 BRICKELL AVE., SUITE 309	1.3 STREET ADDRESS	1460 Brickell Ave. #309
CITY-ST-ZIP	MIAMI FL 33131	1.4 CITY-ST-ZIP	Miami, FL 33131
TITLE	D	2.1 TITLE	Comptroller
NAME	WOLFSON, LOUIS III	2.2 NAME	Maria A. Sarril
STREET ADDRESS	8940 NE 24TH TERRACE	2.3 STREET ADDRESS	1460 Brickell Ave. #309
CITY-ST-ZIP	MIAMI FL 33172	2.4 CITY-ST-ZIP	Miami, FL 33131
TITLE	VD	3.1 TITLE	
NAME	ANDERSON EUGENIA J.	3.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., # 309	3.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	3.4 CITY-ST-ZIP	
TITLE	PD	4.1 TITLE	
NAME	DOMINGUEZ, AGUSTIN	4.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE 309	4.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	4.4 CITY-ST-ZIP	
TITLE		5.1 TITLE	
NAME		5.2 NAME	
STREET ADDRESS		5.3 STREET ADDRESS	
CITY-ST-ZIP		5.4 CITY-ST-ZIP	
TITLE		6.1 TITLE	
NAME		6.2 NAME	
STREET ADDRESS		6.3 STREET ADDRESS	
CITY-ST-ZIP		6.4 CITY-ST-ZIP	

14. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(2)(X), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed, upon an attachment with an address.

SIGNATURE: MARIA A. SARRIL 1/5/98 (305) 374-5503

CR2824 (10/97)

FILE NOW: FILING FEE AFTER MAY 1ST IS \$550.00

**FILED**  
**Mar 02, 1999 8:00 am**  
**Secretary of State**

03-02-1999 90157 001 \*3,226.25

PROFIT CORPORATION ANNUAL REPORT 1999		FLORIDA DEPARTMENT OF STATE Katherine Harris Secretary of State DIVISION OF CORPORATIONS
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**DOCUMENT # P93000032820**  
 1. Corporation Name  
**GMN AFFORDABLE HOUSING PARTNER VIII, INC.**

Principal Place of Business 1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131	Mailing Address 1460 BRICKELL AVENUE SUITE 309 MIAMI FL 33131
--	--



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business		2a. Mailing Address		3. Date Incorporated or Qualified 05/05/1993	
21	26	4. FEI Number 65-0413018		Applied For Not Applicable	
Suite, Apt. #, etc.		Suite, Apt. #, etc.		5. Certificate of Status Desired <input checked="" type="checkbox"/> \$8.75 Additional Fee Required	
City & State		City & State		6. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/> \$5.00 May Be Added to Fees	
Zip	Country	Zip	Country	8. This corporation owes the current year Intangible Personal Property Tax. <input type="checkbox"/> Yes <input type="checkbox"/> No	
25	29	30			

9. Name and Address of Current Registered Agent  
**GREATER MIAMI NEIGHBORHOODS, INC.**  
 1460 BRICKELL AVE., # 309  
 MIAMI FL 33131

10. Name and Address of New Registered Agent

81	Name
82	Street Address (P.O. Box Number is Not Acceptable)
83	
84	City
85	Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.

SIGNATURE \_\_\_\_\_ (NOTE: Registered Agent signature required when reinstating) DATE \_\_\_\_\_

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE	VD <input type="checkbox"/> DELETE	1.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	SIBLEY, RUSSELL A	1.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., SUITE 309	1.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	1.4 CITY-ST-ZIP	
TITLE	D <input checked="" type="checkbox"/> DELETE	2.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	WOLFSON, LOUIS III	2.2 NAME	
STREET ADDRESS	8940 NE 24TH TERRACE	2.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33172	2.4 CITY-ST-ZIP	
TITLE	VD <input type="checkbox"/> DELETE	3.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	ANDERSON EUGENIA J.	3.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., # 309	3.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	3.4 CITY-ST-ZIP	
TITLE	PD <input type="checkbox"/> DELETE	4.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DOMINGUEZ, AGUSTIN	4.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE 309	4.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	4.4 CITY-ST-ZIP	
TITLE	T <input type="checkbox"/> DELETE	5.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DE RAMON, GONZALO	5.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., #309	5.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	5.4 CITY-ST-ZIP	
TITLE	C <input checked="" type="checkbox"/> DELETE	6.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	SARIOL, MARIO A	6.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE., #309	6.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	6.4 CITY-ST-ZIP	

14. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed or on an attachment with an address, with all other like empowered.

SIGNATURE: Agustin Dominguez 1/9/99 3053745723.  
 SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

CR2E034 (11/98)



# A9800000 2819

Requestor's Name  
31 SOUTH CANTON STREET  
Address  
Tallahassee, Florida 32301  
City/State/Zip Phone #  
224-7000

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

14875

1. Hidden Grove, Ltd  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

FILED  
 SECRETARY OF CORPORATIONS  
 DIVISION  
 98 DEC 21 PM 4:53

- Walk-in    
  Pick up time 2:00    
  Certified Copy  
 Mail out    
  Will wait    
  Photocopy    
 Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

File Articles of  
Incorporation

M/K 12/21/98

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

100002717321--9  
-12/21/98--01034--021  
\*\*\*428.75 \*\*\*148.75

Examiner's Initials

**CERTIFICATE  
OF LIMITED PARTNERSHIP OF  
HIDDEN GROVE, LTD.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 DEC 21 PM 4:53

The undersigned, pursuant to the provisions of Section 620.108 of the Florida Statutes, do hereby certify and swear in this Certificate of Limited Partnership to the following:

1. NAME.

The name of the Limited Partnership is:

**HIDDEN GROVE, LTD.**

2. REGISTERED AGENT.

The name and address of the Registered Agent for the Limited Partnership is:

Lynn C. Washington  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131

3. GENERAL PARTNERS.

The names and business addresses of the general partners are:

GMN-Hidden, Inc.  
1460 Brickell Ave., Ste. 309  
Miami, Florida 33131

*pg 000105651*

SDRC-Hidden, Inc.  
7800 S.W. 57th Avenue, Suite 133  
South Miami, FL 33143

*pg 000005642*

ANI-Hidden, Inc.  
2665 S. Bayshore Drive, Suite 202  
Coconut Grove, Florida 33133

*pg 000105649*

4. MAILING ADDRESS.

The mailing address for the Limited Partnership and the location of its principal place of business is as follows:

1460 Brickell Ave., Ste. 309  
Miami, Florida 33131

5. DISSOLUTION DATE.

The latest date upon which the limited partnership is to dissolve is December 31, 2048.

IN WITNESS WHEREOF, the General Partners have executed this Certificate of Limited Partnership this 17<sup>th</sup> day of December, 1998.

GMN-Hidden, Inc., a Florida corporation

By: [Signature]  
Name: Agustin Dominguez  
Title: President

SDRC-Hidden, Inc., a Florida corporation

By: [Signature]  
Name: MITCHELL M. FRIEDMAN  
Title: HOUSING CONSULTANT / Airbridge Repres

ANI-Hidden, Inc., a Florida corporation

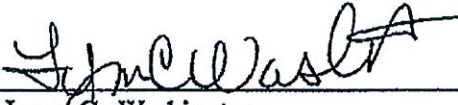
By: [Signature]  
Name: MICHAEL WOLZ  
Title: President

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98DEC 21 PM 4: 53

ACCEPTANCE

Pursuant to Section 620.192 of the Florida Statutes, the undersigned accepts its appointment as registered agent for **HIDDEN GROVE, LTD.**, a Florida limited partnership and accepts all obligations imposed on it as such under Florida law.

Executed this 17th day of December, 1998.

By:   
Lynn C. Washington

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
98 DEC 21 PM 4:53

AFFIDAVIT

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 DEC 21 PM 4:53

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

The undersigned as general partners of **HIDDEN GROVE, LTD.**, a Florida limited partnership ("Limited Partnership"), declare as follows:

The total of capital contributions of the limited partners of the Limited Partnership through this date is \$1.00 and the anticipated future capital contributions of the limited partners to the Limited Partnership is \$100.

GMN-Hidden, Inc., a Florida corporation

By: *[Signature]*  
Name: AUSTIN DOMINGUEZ  
Title: PRESIDENT

SDRC-Hidden, Inc., a Florida corporation

By: *[Signature]*  
Name: MITCHELL M. FRIEDMAN  
Title: General Consultant / Authorized Representative

ANI-Hidden, Inc., a Florida corporation

By: *[Signature]*  
Name: MICHAEL EBEL  
Title: PRESIDENT

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 DEC 21 PM 4: 53

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1998 by Agustin Ramirez President of GMN-HIDDEN, INC., a Florida corporation, on behalf of the corporation. ~~She~~<sup>He</sup> is personally known to me OR has produced \_\_\_\_\_ as identification.



Lynn C. Washington  
MY COMMISSION # CC548197 EXPIRES  
April 17, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

Lynn C. Washington  
Name: LYNN C. WASHINGTON  
Commission No.: CC 548197  
Notary Public  
State of Florida at Large

My commission expires:

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 17 day of December, 1998 by Mitchell Friedman as Authorized Rep. of SDRG-HIDDEN, INC., a Florida corporation, on behalf of the corporation. ~~She~~<sup>He</sup> is personally known to me OR has produced \_\_\_\_\_ as identification.

Lissette Cantillo  
Name: Lissette Cantillo  
Commission No.: \_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:



STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI-DADE )

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 DEC 21 PM 4:53

The foregoing instrument was acknowledged before me this 17 day of December, 1998 by Michael Wain as President of ANI-HIDDEN, INC., a Florida corporation, on behalf of the corporation. She/he is personally known to me OR has produced \_\_\_\_\_ as identification.

Lisette Cantillo  
Name: Lisette Cantillo  
Commission No.: \_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:



MIA4-682794.1

FILE ON OR BEFORE DECEMBER 31, 1998 OR LIMITED PARTNERSHIP  
 WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 99 JAN -7 PM 2:24



FLORIDA DEPARTMENT OF STATE  
 A 98000002819  
 DIVISION OF CORPORATIONS

LIMITED PARTNERSHIP ANNUAL REPORT 1999		1. Name of Limited Partnership HIDDEN GROVE, LTD.		1a. DOCUMENT # DOCUMENT #	
2. Mailing Address 1460 BRICKELL AVE #309 MIAMI, FLA 33131		2a. Principal Office Address 1460 BRICKELL AVE MIAMI, FLA 33131		3. Date Formed or Registered 12/21/98	
3. Date Formed or Registered 12/21/98		3a. Date of Last Report 12/21/98		5a. Capital Contributions as shown on record \$101.00	
4. State or Country of Formation FLORIDA		5b. Amount of Capital Contributions in FLORIDA to date \$100		6. FEI Number Applied for	
7. Certificate of Status Desired Applied for		8. Make check payable to: Dept. of State (See reverse side for fee information)		9. Name and Address of Current Registered Agent LYNN WASHINGTON HOLLAND & KNIGHT, LLP 701 BRICKELL AVE, #3000 MIAMI, FLA 33131	
10. If changed, new Registered Agent/Office Name: LYNN WASHINGTON Street Address (P.O. Box Number is Not Acceptable): 500002739435-7 Suite, Apt. #, etc.: 01/13/99-01037-010 City: MIAMI, FL Zip Code: 33150-0000		10a. Pursuant to the provisions of sections 820.1051 and 820.102, Florida Statutes, the above named limited partnership organized by me (or by the partnership) for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by me (or by the partnership) and I am familiar with, and accept the obligations of section 820.102, Florida Statutes.			
SIGNATURE (Registered Agent Accepting Appointment): _____ DATE: _____					
<b>A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.</b>					
11. Name(s) of General Partner(s) GMW-HIDDEN, INC. SDRC-HIDDEN, INC. ANT-HIDDEN, INC.		11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers) 1460 BRICKELL AVE #309 7800 SW 57TH AVE STE 133 2665 S. BAYSHORE DRIVE SUITE 202		11b. City, State & Zip Code MIAMI, FL 33176 SOUTH MIAMI, FLORIDA 33143 COCONUT GROVE, FLORIDA 33133	
				11c. Registration Document Number P98000105-651 P98000105642 P98000105649	
Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.					
12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(2)(a) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute the report required by Chapter 620, Florida Statutes.					
SIGNATURE: _____		DATE: 1/5/98			
Typed or Printed Name of General Partner Signing Form: SMW/HIDDEN, INC.		Daytime Telephone Number: 305 3745503 116			

MK 1/7/98

MK 1/11/98

CREEDCS (8/90)



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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**Detail by Entity Name**

*Hidden Grove, Ltd  
GP*

**Florida Profit Corporation**

GMN-HIDDEN, INC.

**Filing Information**

<b>Document Number</b>	P98000105651
<b>FEI/EIN Number</b>	650884442
<b>Date Filed</b>	12/21/1998
<b>State</b>	FL
<b>Status</b>	INACTIVE
<b>Last Event</b>	ADMIN DISSOLUTION FOR ANNUAL REPORT
<b>Event Date Filed</b>	09/26/2008
<b>Event Effective Date</b>	NONE

**Principal Address**

300 N.W. 12 AVENUE  
MIAMI, FL 33128

Changed: 02/01/2000

**Mailing Address**

300 N.W. 12 AVENUE  
MIAMI, FL 33128

Changed: 02/01/2000

**Registered Agent Name & Address**

DOMINGUEZ, AGUSIN  
300 NW 12 AVE  
MIAMI, FL 33128

Name Changed: 05/15/2007

Address Changed: 05/15/2007

**Officer/Director Detail**

**Name & Address**

Title DP

DOMINGUEZ, AGUSIN

MIAMI, FL 33128

Title DV

REVALES, RON  
300 NW 12 AVE  
MIAMI, FL 33128

Title DV

SIBLEY, JR., RUSSELL  
300 NW 12 AVENUE  
MIAMI, FL 33128

Title DS

RODRIGUEZ, KATHY  
300 NW 12 AVENUE  
MIAMI, FL 33128**Annual Reports**

Report Year	Filed Date
2005	04/27/2005
2006	04/18/2006
2007	05/15/2007

**Document Images**

<u>05/15/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/10/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/05/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/17/2000 -- Amendment</u>	View image in PDF format
<u>02/01/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/01/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/21/1998 -- Domestic Profit</u>	View image in PDF format

# P98000105651

HOLLAND & KNIGHT

Requestor's Name  
315 SOUTH CALHOUN STREET

Address  
Tallahassee, Florida . 32301

City/State/Zip      Phone #  
224-7000

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. GMN-Hidden, Inc.  
(Corporation Name)      (Document #)

2. \_\_\_\_\_  
(Corporation Name)      (Document #)

3. \_\_\_\_\_  
(Corporation Name)      (Document #)

4. \_\_\_\_\_  
(Corporation Name)      (Document #)

FILED  
98 DEC 21 PM 2:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

- Walk-in       Pick up time 2:00       Certified Copy
- Mail-out       Will wait       Photocopy       Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Part
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

File Articles  
of Incorporation

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

000002717320--2  
-12/21/98--01034--021  
\*\*\*\*428.75 \*\*\*\*\*87.50

DEC 21 1998

Examiner's Initials

**ARTICLES OF INCORPORATION**  
**OF**  
**GMN-HIDDEN, INC.**

FILED  
98 DEC 21 PM 2:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of GMN-HIDDEN, INC. under the Florida Business Corporation Act, adopts the following Articles of Incorporation.

**ARTICLE I. NAME**

The name of the corporation is GMN-HIDDEN, INC.

**ARTICLE II. ADDRESS**

The mailing address and principal office address of the corporation is:

1460 Brickell Ave., Ste. 309  
Miami, Florida 33131

**ARTICLE III. COMMENCEMENT OF EXISTENCE**

The existence of the corporation will commence at 12:01 A.M. on the date of filing of these Articles of Incorporation.

**ARTICLE IV. PURPOSE**

The corporation is organized to engage in any activity or business permitted under the laws of the United States and Florida, including, but not limited to, the fostering of low-income housing.

**ARTICLE V. AUTHORIZED SHARES**

The maximum number of shares that the corporation is authorized to have outstanding at any time is 10,000 shares of common stock having a par value of \$1.00 per share.

**ARTICLE VI. INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 701 Brickell Avenue, Miami, Florida 33131 and the name of the corporation's initial registered agent at that address is Lynn C. Washington.

**ARTICLE VII. INITIAL BOARD OF DIRECTORS**

The corporation shall have three directors. The number of directors may be either increased or diminished from time to time, as provided in the bylaws, but shall never be less than one.

**ARTICLE VIII. INCORPORATOR**

The name and street address of the incorporator are:

<u>Name</u>	<u>Address</u>
Lynn C. Washington	701 Brickell Avenue, Suite 3100 Miami, Florida 33131

The incorporator of the corporation assigns to this corporation his rights under Section 607.0201, Florida Statutes, to constitute a corporation, and he assigns to those persons designated by the board of directors any rights he may have as incorporator to acquire any of the capital stock of this corporation, this assignment becoming effective on the date corporate existence begins.

**ARTICLE IX. BYLAWS**

The power to adopt, alter, amend, or repeal bylaws shall be vested in the board of directors and the shareholders, except that the board of directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that the bylaw is not subject to amendment or repeal by the directors.

ARTICLE X. AMENDMENTS

The corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation in the manner prescribed by law, and all rights conferred on shareholders are subject to this reservation.

The undersigned incorporator, for the purpose of forming a corporation under the laws of the State of Florida, has executed these Articles of Incorporation this 18th day of December, 1998.

  
LYNN C. WASHINGTON, Incorporator

MIA4-683343.1

**CERTIFICATE  
DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

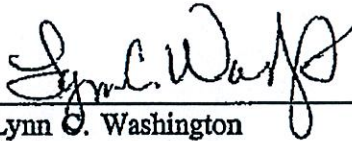
*Pursuant to Chapter 48.091, Florida Statutes, the following is submitted:*

That GMN-HIDDEN, INC. desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, at 701 Brickell Avenue, Miami, Florida 33131 has named Lynn C. Washington as its agent to accept service of process within this state.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the corporation named above, at the place designated in this certificate, I agree to act in that capacity, to comply with the provisions of the Florida Business Corporation Act, and am familiar with, and accept, the obligations of that position.

12/17/98  
Date

  
\_\_\_\_\_  
Lynn C. Washington  
Registered Agent

FILED  
98 DEC 21 PM 2:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILE NOW: FILING FEE AFTER MAY 1ST IS \$550.00

FILED  
Mar 01, 1999 8:00 am  
Secretary of State

03-01-1999 90014 002 \*\*\*158.75

PROFIT CORPORATION ANNUAL REPORT 1999



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State  
DIVISION OF CORPORATIONS

DOCUMENT # P98000105651

1. Corporation Name  
GMN-HIDDEN, INC.



Principal Place of Business Mailing Address  
1460 BRICKELL AVE. 1460 BRICKELL AVE.  
MIAMI FL 33131 MIAMI FL 33131

DO NOT WRITE IN THIS SPACE

2. Principal Place of Business 2a. Mailing Address  
21 Suite, Apt. #, etc. 26 Suite, Apt. #, etc.  
22 City & State 27 City & State  
23 Zip Country 28 Zip Country  
24 25 29 30

3. Date Incorporated or Qualified  
12/21/1998

4. FEI Number 65-0884442  Applied For Not Applicable

5. Certificate of Status Desired  \$8.75 Additional Fee Required

6. Election Campaign Financing Trust Fund Contribution  \$5.00 May Be Added to Fees

8. This corporation owes the current year intangible Personal Property Tax.  Yes  No

9. Name and Address of Current Registered Agent  
WASHINGTON, LYNN C  
701 BRICKELL AVE.  
MIAMI FL 33131

10. Name and Address of New Registered Agent  
81 Name GONZALO DE RAMON  
82 Street Address (P.O. Box Number is Not Acceptable) 1460 BRICKELL AVENUE  
83 SUITE 309  
84 City MIAMI FL 85 Zip Code 33131

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.

SIGNATURE *G. Lopez* GONZALO DE RAMON vice president. 1/26/99  
Signature typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when re-registering) DATE

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE	<input type="checkbox"/> DELETE	1.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	AGUSTIN DOMINGUEZ	1.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE #309	1.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI, FLA 33131	1.4 CITY-ST-ZIP	
TITLE	<input type="checkbox"/> DELETE	2.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	EUGENIA ANDERSON	2.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE #309	2.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	2.4 CITY-ST-ZIP	
TITLE	<input type="checkbox"/> DELETE	3.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	GONZALO DE RAMON	3.2 NAME	
STREET ADDRESS	1460 BRICKELL AVE #309	3.3 STREET ADDRESS	
CITY-ST-ZIP	MIAMI FL 33131	3.4 CITY-ST-ZIP	
TITLE	<input type="checkbox"/> DELETE	4.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		4.2 NAME	
STREET ADDRESS		4.3 STREET ADDRESS	
CITY-ST-ZIP		4.4 CITY-ST-ZIP	
TITLE	<input type="checkbox"/> DELETE	5.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		5.2 NAME	
STREET ADDRESS		5.3 STREET ADDRESS	
CITY-ST-ZIP		5.4 CITY-ST-ZIP	
TITLE	<input type="checkbox"/> DELETE	6.1 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		6.2 NAME	
STREET ADDRESS		6.3 STREET ADDRESS	
CITY-ST-ZIP		6.4 CITY-ST-ZIP	

14. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed, or on an attachment with an address, with all other like empowerments.

SIGNATURE: *G. Lopez* GONZALO DE RAMON vice president 1/26/99 374 5503.113  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Day/Year

CR2E034 (11/98)



# 2002 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT# N09210

FILED  
Jan 08, 2002  
Secretary of State

Entity Name: GREATER MIAMI NEIGHBORHOODS, INC.

**Current Principal Place of Business:**

300 NW 12TH AVE  
MIAMI, FL 33128

**New Principal Place of Business:**

**Current Mailing Address:**

300 NW 12TH AVE  
MIAMI, FL 33128

**New Mailing Address:**

FEI Number: 59-2544297

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired (X)

**Name and Address of Current Registered Agent:**

MARLORANO, SAL  
300 NW 12TH AVE  
MIAMI, FL 33128 US

**Name and Address of New Registered Agent:**

MARTORANO, SAL  
300 NW 12TH AVE  
MIAMI, FL 33128 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: SALVATORE MARTORANO

01/08/2002

Electronic Signature of Registered Agent

Date

**OFFICERS AND DIRECTORS:**

Title: P ( ) Delete  
Name: AGUSTIN, DOMINGUEZ  
Address: 1460 BRICKELL AVENUE #309  
City-St-Zip: MIAMI, FL 33131

Title: T ( ) Delete  
Name: MARTORANO, SAL  
Address: 300 NW 12TH AVE  
City-St-Zip: MIAMI, FL 33128

Title: CD ( ) Delete  
Name: CLEMENTS, CHARLES III  
Address: 3403 N.W. 82ND AVENUE, SUITE 200  
City-St-Zip: MIAMI, FL 33122

Title: D ( ) Delete  
Name: NOBLE, CARLOS  
Address: 700 BRICKELL AVE  
City-St-Zip: MIAMI, FL 33131

Title: VD ( ) Delete  
Name: RALEY, CLAIRE  
Address: 300 NW 12TH AVE  
City-St-Zip: MIAMI, FL 33128

Title: ( ) Delete  
Name:  
Address:  
City-St-Zip:

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: S ( ) Change (X) Addition  
Name: ANDERSON, EUGENIA  
Address: 300 N.W.12TH AVENUE  
City-St-Zip: MIAMI, FL 33128

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: SALVATORE MARTORANO

T

01/08/2002

Electronic Signature of Signing Officer or Director

Date

# 2003 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT# N09210

FILED  
Jan 09, 2003  
Secretary of State

Entity Name: GREATER MIAMI NEIGHBORHOODS, INC.

**Current Principal Place of Business:**

300 NW 12TH AVE  
MIAMI, FL 33128

**New Principal Place of Business:**

**Current Mailing Address:**

300 NW 12TH AVE  
MIAMI, FL 33128

**New Mailing Address:**

FEI Number: 59-2544297

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired (X)

**Name and Address of Current Registered Agent:**

MARTORANO, SAL  
300 NW 12TH AVE  
MIAMI, FL 33128 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**OFFICERS AND DIRECTORS:**

Title: P ( ) Delete  
Name: AGUSTIN, DOMINGUEZ  
Address: 1460 BRICKELL AVENUE #309  
City-St-Zip: MIAMI, FL 33131

Title: T ( ) Delete  
Name: MARTORANO, SAL  
Address: 300 NW 12TH AVE  
City-St-Zip: MIAMI, FL 33128

Title: CD ( ) Delete  
Name: CLEMENTS, CHARLES III  
Address: 3403 N.W. 82ND AVENUE, SUITE 200  
City-St-Zip: MIAMI, FL 33122

Title: D ( ) Delete  
Name: NOBLE, CARLOS  
Address: 700 BRICKELL AVE  
City-St-Zip: MIAMI, FL 33131

Title: VD ( ) Delete  
Name: RALEY, CLAIRE  
Address: 300 NW 12TH AVE  
City-St-Zip: MIAMI, FL 33128

Title: S ( ) Delete  
Name: ANDERSON, EUGENIA  
Address: 300 N.W.12TH AVENUE  
City-St-Zip: MIAMI, FL 33128

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

Title: P (X) Change ( ) Addition  
Name: AGUSTIN, DOMINGUEZ  
Address: 300 NW 12 AVE  
City-St-Zip: MIAMI, FL 33128

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: SAL MARTORANO

T

01/09/2003

Electronic Signature of Signing Officer or Director

\_\_\_\_\_ Date

**2004 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT**

**FILED  
Jan 09, 2004  
Secretary of State**

**DOCUMENT# N09210**

**Entity Name:** GREATER MIAMI NEIGHBORHOODS, INC.

**Current Principal Place of Business:**

300 NW 12TH AVE  
MIAMI, FL 33128

**New Principal Place of Business:**

**Current Mailing Address:**

300 NW 12TH AVE  
MIAMI, FL 33128

**New Mailing Address:**

**FEI Number:** 59-2544297      **FEI Number Applied For ( )**      **FEI Number Not Applicable ( )**      **Certificate of Status Desired (X)**

**Name and Address of Current Registered Agent:**

MARTORANO, SAL  
300 NW 12TH AVE  
MIAMI, FL 33128      US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**OFFICERS AND DIRECTORS:**

**Title:** P      ( ) Delete  
**Name:** AGUSTIN, DOMINGUEZ  
**Address:** 300 NW 12 AVE  
**City-St-Zip:** MIAMI, FL 33128

**Title:** T      ( ) Delete  
**Name:** MARTORANO, SAL  
**Address:** 300 NW 12TH AVE  
**City-St-Zip:** MIAMI, FL 33128

**Title:** CD      ( ) Delete  
**Name:** CLEMENTS, CHARLES III  
**Address:** 3403 N.W. 82ND AVENUE, SUITE 200  
**City-St-Zip:** MIAMI, FL 33122

**Title:** D      ( ) Delete  
**Name:** NOBLE, CARLOS  
**Address:** 700 BRICKELL AVE  
**City-St-Zip:** MIAMI, FL 33131

**Title:** VD      ( ) Delete  
**Name:** RALEY, CLAIRE  
**Address:** 300 NW 12TH AVE  
**City-St-Zip:** MIAMI, FL 33128

**Title:** S      ( ) Delete  
**Name:** ANDERSON, EUGENIA  
**Address:** 300 N.W.12TH AVENUE  
**City-St-Zip:** MIAMI, FL 33128

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

**Title:**      ( ) Change ( ) Addition  
**Name:**  
**Address:**  
**City-St-Zip:**

**Title:**      ( ) Change ( ) Addition  
**Name:**  
**Address:**  
**City-St-Zip:**

**Title:**      ( ) Change ( ) Addition  
**Name:**  
**Address:**  
**City-St-Zip:**

**Title:**      ( ) Change ( ) Addition  
**Name:**  
**Address:**  
**City-St-Zip:**

**Title:**      ( ) Change ( ) Addition  
**Name:**  
**Address:**  
**City-St-Zip:**

**Title:**      ( ) Change ( ) Addition  
**Name:**  
**Address:**  
**City-St-Zip:**

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

**SIGNATURE:** SAL MARTORANO

T

01/09/2004

\_\_\_\_\_  
Electronic Signature of Signing Officer or Director

\_\_\_\_\_  
Date