

**TENTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS TENTH AMENDMENT ("Amendment") to CONTRACT NUMBER 2011-02-01-003 is entered into and effective as of May 1, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and SELTZER MANAGEMENT GROUP, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2011-02-01-003, dated December 16, 2011, ("Contract") wherein Service Provider agreed to provide credit underwriting, loan servicing, and compliance monitoring services pursuant to RFP 2011-02. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of May 1, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

- 1. Section 8, Item (b) is deleted and hereby replaced with the following:

(b) Retaining the Files: The Service Provider shall maintain these files pursuant to Florida Housing's retention schedule, as amended from time to time, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the applicable retention period and extends beyond the applicable retention period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved. Notwithstanding, all reports, records documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Servicer in connection with the Multifamily Energy Retrofit Program (MERP) shall be retained until five years beyond the MERP grant agreement completion, which is currently June 30, 2023, unless amended or renewed.

2. The following is appended to Section 15, Other Provisions:

(e) The Service Provider will not employ any unauthorized aliens in violation of the Immigration and Nationality Act. Additionally, the Service Provider will comply with all applicable federal, state and local rules and regulations as well as the applicable provisions of Grant Agreement ARS138 between Florida Housing and the Florida Department of Agriculture and Consumer Services, as amended.

(f) The Service Provider understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

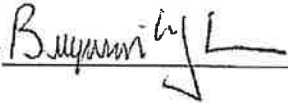
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this TENTH AMENDMENT to Contract Number 2011-02-01-003, by a duly authorized representative, effective as of May 1, 2017.

SELTZER MANAGEMENT GROUP, INC.

By: 

Name/Title: President

Date: 5-11-17

FEIN: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown - General Counsel

Date: 5-12-17

**NINTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS NINTH AMENDMENT ("Amendment") to CONTRACT NUMBER 2011-02-01-003 is entered into effective as of December 16, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and SELTZER MANAGEMENT GROUP, INC ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2011-02-01-003, dated December 16, 2011, ("Contract") wherein Service Provider agreed to provide or perform credit underwriting, loan servicing, and compliance monitoring services pursuant to RFP 2011-02. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for four years, beginning December 16, 2011, and ending December 15, 2015.
- C. Section 5 of the Contract provides that the Contract may be renewed for two, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning December 15, 2016, and ending December 14, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Public Records. The Contract is amended by deleting subsection 8(d) thereof in its entirety and substituting in its place the following:

"Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section

119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required "to comply with public records laws, specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

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

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

**D. General Terms and Conditions.**

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this NINTH AMENDMENT to Contract Number 2011-02-01-003, by a duly authorized representative, effective December 15, 2016.

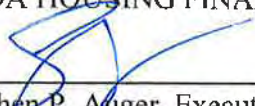
SELTZER MANAGEMENT GROUP, INC.

By:   
Name/Title: Benjamin S. Johnson  
President

Date: 5-16-16

FEIN: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By:   
Stephen P. Auger, Executive Director

Date: 5/20/16

**EIGHTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS EIGHTH AMENDMENT (“Amendment”) to CONTRACT NUMBER 2011-02-01-003 is entered into effective as of December 16, 2015, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and SELTZER MANAGEMENT GROUP, INC (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2011-02-01-003, dated December 16, 2011, (“Contract”) wherein Service Provider agreed to provide or perform credit underwriting, loan servicing, and compliance monitoring services pursuant to RFP 2011-02. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for four years, beginning December 16, 2011, and ending December 15, 2015.
- C. Section 5 of the Contract provides that the Contract may be renewed for two, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning December 15, 2015, and ending December 14, 2016. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

1. Exhibit A, Section Four, D. I., is hereby retitled from Pre-Occupancy Conference/Training to Introductory Conference/Training.

2. Exhibit A, Section Four, D. II. b. 1., Initial Program Reports, is hereby deleted in its entirety and is replaced with the following:

i. For all Developments funded by Florida Housing, except those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, if the Development is occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which the loan closing or the execution of the carryover allocation agreement occurred, and is due no later than the 15<sup>th</sup> of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.

ii. For all Developments funded by Florida Housing, except those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, if the Development is not occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which rental of the initial unit occurred, and is due no later than the 15<sup>th</sup> of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.

iii. For those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, the initial Program Report shall be prepared as of the last day of the calendar month during which final Housing Credit allocation occurred and is due no later than the 15<sup>th</sup> of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.

3. Exhibit A, Section Four, D. II. b. 2., Ongoing Program Reports, is hereby deleted in its entirety and is replaced with the following:

i. Except for HOME Rental and Housing Credits, subsequent Program Reports shall be prepared as of the last day of each calendar month and are due no later than the 15<sup>th</sup> of each month following the last calendar day of the preceding month throughout the entire regulatory period. The Servicer shall collect a copy of the Program Report accompanied by copies of ten percent (10%) of the executed Tenant Income Certifications effective since the last Program Report.

ii. HOME Rental and Housing Credits

a) Once during each year of the entire regulatory period, on a date established by Florida Housing, the Servicer shall collect a copy of the Program Report accompanied by copies of ten percent (10%) of the executed Tenant Income Certifications that were effective since the last Program Report evaluated by the Servicer. Additional reports and information shall be collected



by the Servicer at such other time as Florida Housing or the Servicer, in their discretion, request.

4. Exhibit A, Section Four, D. III. 5., Non-Compliance, is hereby deleted in its entirety.

5. Exhibit A, Section Four, D. IV., Additional Duties of the Servicer is hereby deleted in its entirety and is replaced with the following:

#### IV. Noncompliance

At the request of Florida Housing, the Servicer shall inquire or investigate a non-compliance issue and notify Florida Housing of the findings. On a regular basis, as defined by Florida Housing, the Servicer shall provide a report summarizing all noncompliance issues for Developments in their portfolios.

##### a. Housing Credit

1. For Housing Credit Developments that are within the federal compliance period, the Servicer shall notify the Developer, with a copy to Florida Housing, of noncompliance noted as a result of a management review and physical inspection or Program Report. The notice shall provide the Developer with a 30-day initial response period, and advise the Developer that Florida Housing shall file IRS form 8823 with the Internal Revenue Service for noncompliance, even when corrected. The Servicer shall provide Florida Housing with the necessary information and/or documentation needed for filing IRS form 8823.

2. For Housing Credit Developments that are beyond the initial 15-year compliance period, the Servicer shall notify the Developer, with a copy to Florida Housing, of noncompliance noted as a result of a management review or Program Report. The notice shall provide the Developer with a 30-day initial response period.

##### b. SAIL, MMRB, CWHIP and HOME Rental

The Servicer shall notify the Developer, with a copy to the Management Company and Florida Housing, of noncompliance noted as a result of a management review or Program Report. The notice shall provide the Developer with a 30-day initial response period.

2. Exhibit A, Section Four, D. V., hereby created:

#### V. Additional Duties of the Servicer

a. Daily availability to the Developer, Management Company personnel, and onsite staff to answer any questions concerning compliance.

b. Provide Florida Housing with a written monthly management review and physical inspection schedule seven (7) days prior to the 1st day of each month.

c. Collect and submit electronic copies to Florida Housing's Asset Management staff, copies of Part II of Form 8609, Low-Income Housing Credit Allocation and Certification, submitted to the IRS, from owners receiving an allocation of Housing Credits from Florida Housing. Notify Florida Housing annually of Developments in their portfolio that are transitioning to year sixteen.

d. Any change in ownership and/or Management Company may require additional reviews.

e. Additional training to instruct Developer and/or Management Company personnel on compliance requirements shall be conducted as deemed necessary by the Servicer or Florida Housing.

f. Participate in and/or conduct regional training workshops and/or webinars for Developers and Management Company personnel to ensure compliance with Federal laws and regulations, State laws, and Florida Housing rules concerning program requirements. Workshops and/or webinars are to be conducted at least quarterly.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this EIGHTH AMENDMENT to Contract Number 2011-02-01-003, by a duly authorized representative, effective December 15, 2015.

SELTZER MANAGEMENT GROUP, INC.

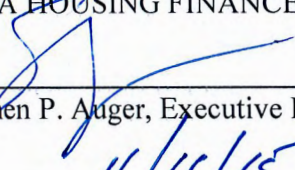
By: 

Name/Title: Benjamin S. Johnson, President

Date: 11-10-15

FEIN: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By:   
Stephen P. Auger, Executive Director

Date: 11/16/15

**SEVENTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS SEVENTH AMENDMENT ("Amendment") to CONTRACT NUMBER 2011-02-01-003 is entered into effective as of June 30, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and SELTZER MANAGEMENT GROUP, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2011-02-01-003, dated December 16, 2011, ("Contract") wherein Service Provider agreed to provide credit underwriting, loan servicing, and compliance monitoring services pursuant to RFP 2011-02. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. The Contract is hereby amended as follows.
  - a. Section 13, Administration of Contract, is hereby deleted and replaced with the following:
    - (a) The Florida Housing contract manager for this Contract is:

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 488-9809  
[Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

(b) The Florida Housing program managers for this Contract are as follows:

**CWHIP, HAP, HHF and HOME:** Nicole Gibson;  
**Demonstration Loan Program and PLP:** Robert Dearduff;  
**Guarantee Program:** Kevin Pichard;  
**Housing Credit Program, SAIL and EHCL:** Candice Allbaugh; and  
**MMRB:** Brantley Henderson;  
**or the designated successors.**

(c) The Florida Housing servicing managers for this contract are as follows:

**Compliance:** Laura Cox;  
**Credit Underwriting for SAIL & Bonds:** Brantley Henderson;  
**Other Credit Underwriting:** Candice Allbaugh; and,  
**Permanent Loan Servicing:** Kenny Derrickson  
**or the designated successors.**

(d) The Servicer contract manager for this contract is:

Ben Johnson  
President  
Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413  
Phone: (850) 233-1429  
[ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor.**

(e) All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

(f) All notices shall be given to the parties' contract manager.

b. Exhibit A, Section Two, will be revised to include the following two definitions:

**“Eligible Depository”** - Any Federal Reserve Bank, Federal Home Loan Bank or any other depository institution that:

1. has its accounts insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund or such other governmental insurer or guarantor as may be acceptable to Florida Housing and, where applicable, the mortgagor(s); and
2. is rated as “well capitalized” by its applicable federal or state regulator or, if not rated by a federal or state regulator, satisfies the capital

requirements that would apply for categorization as “well capitalized” under federal or state regulations; and

**[For depository institutions with assets \$20 billion or more]**

The institution must have a financial rating that meets or exceeds only one (1) of the following criteria if rated only by S&P or only by Moody's; however, if rated by both, then it must satisfy both items (a) and (b) below:

- (a) a short-term issuer rating by S&P of “A-2” and a long-term issuer rating of “BBB” by S&P;
- (b) a short-term bank deposit rating by Moody's of “P-3” and a long-term bank deposit rating of “Baa2” by Moody's;
- (c) satisfies any other standard determined by Florida Housing, provided that such other standard is comparable to the rating requirements set forth above; or

**[For depository institution with assets of less than \$20 billion]**

The institution must meet (a), (b) or (c) above or it must meet or exceed one (1) of the following criteria:

- (d) a financial rating of 175 by IDC Financial Publishing, Inc.;
- (e) a financial rating of C+ by LACE Financial Corporation; or

When determining the eligibility of a depository institution, the Servicer must use the most recent financial ratings and must subsequently re-check these ratings quarterly. If a depository no longer satisfies the requirements for an Eligible Depository, the Servicer must transfer the account to an Eligible Depository within 30 days after learning that the depository institution is unacceptable.

**“Acceptable Depository Account”** – An account within any Federal Reserve Bank, Federal Home Loan Bank or any other depository institution wherein the account is insured by the Federal Deposit Insurance Corporation, National Credit Union Share Insurance Fund or such other governmental insurer or guarantor as may be acceptable to Florida Housing and, where applicable, the mortgagor(s). If the account balance exceeds the maximum insurable limit, the depository institution must a) fully secure any excess by a collateral pledge of Governmental Obligations or b) transfer an amount to another Acceptable Depository Account such that the account balances do not exceed the maximum insurable limits. The account shall be interest-bearing, unless the Developer submits a written request to the Servicer to the contrary. Funds must be withdrawable on demand, without prior notice or early withdrawal penalty. Accounts that limit the number of withdrawals may be maintained; however, the Servicer is responsible for any resulting fees or penalties.

- c. Exhibit A, Section Four, items B.I.(f) and C.I.(d), regarding FDIC-insured accounts and collateralized excess balances therein, are to be deleted and replaced with the following language:

Maintain all accounts held on behalf of the Developer, Florida Housing, and where applicable, the mortgagors, in an Eligible Depository or Acceptable Depository Account.

- d. Exhibit A, Section Four, items B.I.(i) and C.I.(f), governing servicer-administered escrows, are to be replaced with the following language:

Establish and maintain escrow accounts, if not held by the Trustee (or entity acting in similar capacity; e.g. Fiscal Agent) or first mortgagee and not subject to a joint escrow (or similar) agreement, as follows:

- for replacement reserve;
- for sinking fund;
- for operating reserve; and
- for any other transaction established escrow, as applicable.
- [if not commingled] titled in the Development's name, with Development tax identification number, in care of the Servicer;
- require two signatories for all withdrawals/payments;
- perform monthly reconciliation (by the Servicer) by someone other than the individual who prepares deposits or withdrawals;
- determine adequacy after each disbursement; and
- maintain all accounts at an Eligible Depository or within an Acceptable Depository Account.

Review all such escrow accounts on an annual basis for adjustments (e.g. the required balance, amount of periodic escrow payments, etc.), if necessary.

If an escrow account balance exceeds insurable limits and the excess is not collateralized, then the account must be maintained at an Eligible Depository.

Escrow accounts for multiple Developments may be commingled. The Servicer shall maintain records on a loan-by-loan basis regarding the Developer, Development, purpose or source, etc., as applicable, of the commingled funds such that the monies can be accurately accounted for and managed on an ongoing basis as if they were not commingled. If held in an interest-bearing account, none of the interest earned may be retained by the Servicer and all such interest must be distributed on a pro-rata, loan-by-loan basis for each transaction established escrow at least quarterly.

For escrows held by the Trustee (or entity acting in similar capacity; e.g. Fiscal Agent) or first mortgagee, where applicable, the Servicer shall conduct a periodic analysis of the escrow(s) and deliver to the Trustee or mortgagor a statement setting forth the amounts to be paid by the Borrower into the escrow ensure the adequacy

of the account balance for its intended purpose, subject in all respect to the applicable loan documents.

3. General Terms and Conditions.

(a) This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(c) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(d) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(e) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this SEVENTH AMENDMENT to Contract Number 2011-02-01-003, by a duly authorized representative, effective as of the Effective Date.

SELTZER MANAGEMENT GROUP, INC.

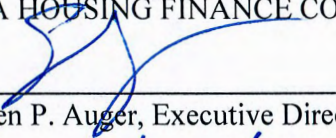
By: 

Name/Title: Benjamin S. Johnson, President

Date: 6-24-15

FEIN: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By:   
Stephen P. Auger, Executive Director

Date: 6/30/15

**SIXTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS SIXTH AMENDMENT to Contract Number 2011-02-01-003 (Amendment), is entered into by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (Florida Housing), and SELTZER MANAGEMENT GROUP, INC. (hereinafter referred to as the Servicer). This Amendment shall become effective upon the date the last party signs the Amendment (Effective Date).

RECITALS

- A. Florida Housing and the Servicer entered into Contract Number 2011-02-01-003, dated December 16, 2011, (Contract) wherein Servicer agreed to provide credit underwriting, loan servicing, and compliance monitoring services in connection with various Florida Housing programs.
- B. Section 6 of the Contract entitled Modification of Agreement provides for modification of the provisions of the Contract, provided the modifications are agreed to by the parties in a written, signed document, attached to the Contract.
- C. The Contract has been modified by First, Second, Third, Fourth, and Fifth Modification Agreements (Previous Modifications). References herein to the Contract shall mean the Contract as modified by the Previous Modifications.
- D. Florida Housing and the Servicer wish to further modify the Contract as more particular set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The above recitals are true and correct and, together with the Effective Date as defined above, form a part of this Amendment.
- 2. The Contract is amended to include the services, terms and compensation specific to Florida Housing's Unemployment Mortgage Assistance Program (UMAP), Mortgage Loan Reinstatement Program (MLRP), and Principal Reduction Program (PR) as set forth in Exhibit G attached hereto and incorporated herein by reference.
- 3. Miscellaneous

(a) This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have executed this SIXTH AMENDMENT to Contract Number 2011-02-01-003, each through a duly authorized representative, effective as of the Effective Date.

SELTZER MANAGEMENT GROUP, INC.

By: Kevin Dupont  
Name: Kevin Dupont  
Title: Vice President  
FEID#: 593025547  
Date: 6/5/2015

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]  
Stephen P. Auger, as Executive Director  
Date: 6/8/15

**EXHIBIT G  
TO CONTRACT NUMBER 2011-02-01-003**

**TERMS AND CONDITIONS REGARDING  
HARDEST HIT FUND PROGRAM SERVICES**

**RE-REVIEWS OF INELIGIBLE UMAP, MLRP, AND PR FILES &  
UMAP QUARTERLY TOUCH COMPLIANCE REVIEWS**

1. The Servicer agrees that the services, terms and compensation set forth herein this Exhibit G are specific to the HHF program and that in the event of any conflict between any term of this Exhibit G and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit G shall control and take precedence.
  
2. The Servicer agrees to provide Florida Housing with executed Non-Disclosure and Confidentiality Agreements for all employees performing credit underwriting, loan servicing, and compliance monitoring services in relation to the Hardest Hit Fund (HHF) Program. Furthermore, with relation to employees performing HHF Program services, the Servicer agrees to a) conduct Personally Identifiable Information (PII) awareness training, or b) participate in PII awareness training as provided by Florida Housing prior to performing credit underwriting services.
  
- 3 **APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION**
  - (a) Applicant Privacy: The Servicer shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.
  
  - (b) Contents of the Files: The Servicer shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for Unemployment Mortgage Assistance Program (UMAP), Mortgage Loan Reinstatement Program (MLRP), and/or Principal Reduction Program (PR) assistance in accordance

with the applicable eligibility guidelines as contained in the applicable Florida Hardest-Hit Fund Advisor Procedures Manual, as may be amended from time to time, as well as all compensation paid to the Servicer for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Servicer in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The Servicer must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Servicer's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The Servicer and its employees shall allow Florida Housing, or its agent(s), physical access to the files and records maintained by the Servicer under this Contract during normal business hours, 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the Servicer 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the Servicer's contract administrator as designated in this Contract.

(e) Electronic Files and Records: The Servicer understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The Servicer shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to Treasury, or to its designee(s). The Servicer shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its right to conduct on-site inspections of the Servicer's files and records under this Contract.

(f) Use of Applicant Information: The Servicer agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under this Contract. This terms and conditions in this subparagraph 3(f) shall survive the termination of the Contract.

4. CONFLICTS OF INTEREST

(a) The Servicer and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the Servicer, including the Servicer, if an individual. To that end, an HHF Employee may not handle, process, or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Principal Reduction Program made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the Servicer or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 7(a) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) The Servicer will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

5. The Servicer agrees to add the additional credit underwriting services for the federal Hardest Hit Fund program, which are contained in the procedures "Underwriting Files – Contract Underwriting" and may be amended from time to time, and as follows:

(a) Re-Reviews of Ineligible UMAP, MLRP, and PR Files

The Servicer shall re-review files determined to be incorrect as part of the regular Ineligible file Review. As the Ineligible file will still be assigned to the reviewer at the Servicer, once the Advisor submits the documents to fix or cure the deficiency that caused the file to be ineligible for billing, the Servicer will review the updated document and determine if the file now meets the criteria previously established for Ineligible File Review. The Servicer shall be compensated for each instance the Advisor tries to cure or fix the file if the Advisor continues to supply documents that do not satisfy the requirements.

(b) UMAP Quarterly Touch Compliance Reviews

The Servicer will be assigned a random sample of Quarterly Touch (QT) files to review on or about the 24<sup>th</sup> of each month. The Servicer will have until the end of the month, but no less than five (5) business days, to complete their assignment.

The Servicer shall use the Quarterly Touch Checklist to determine if the assigned QT meets the required criteria established per procedures.

(1) The Servicer shall review to determine if there is a Hardship Letter included in the QT documentation. This does not need to be on letterhead or in letter format, but should include some kind of statement that the borrower is still experiencing a hardship that requires continued Unemployment Mortgage Assistance Program (UMAP) payments.

(2) The Servicer shall review the documents to determine if the required Mortgage Statement has been provided, knowing that seriously delinquent borrowers may no longer receive monthly statements from their mortgage loan servicers.

(3) The Servicer shall review the documents to determine if the proper income documentation has been provided.

i. For household members with paychecks, the last thirty (30) days of paystubs are required. The Servicer should pay particular attention as to when the QT was provided when reviewing if the last 30 days requirement has been met.

ii. For Self-Employed household members, copies of the last month of the Business checking accounts are required.



iii. For household members on Unemployment, a Copy of the Unemployment Eligibility or proof of deposit on bank statement or Unemployment printout of benefits received is required.

iv. For household members with other sources of income including SSI, Child Support or Pension income, proof of receipt which can be accomplished through deposit on a bank statement, print out of Department of Revenue for Child Support or other pension documentation is required.

(4) The Servicer shall review the documents to determine if the last month bank statement has been provided, paying particular attention as to when the QT was provided.

(5) The Servicer shall review the documents to determine if an updated Eligibility Determination Spreadsheet has been provided and all the information on the Eligibility Determination Spreadsheet is correct and complete based on the documents provided in the QT and reviewed by the Servicer.

(6) The Servicer shall review the documents to determine if the Quarterly Touch Checklist has been provided, is complete, and signed by both the HHF Advisor and at least one of the Borrowers.

At the end of the review, the Servicer shall supply a spreadsheet or other agreed upon documentation detailing the findings of their random sample review to the Assistant Director of Homeownership Programs and the HHF Compliance Officer or other designee.

## 6. COMPENSATION

(a) The Servicer shall be paid \$20 per incidence of completed Re-Review of an Ineligible File; and,

(b) The Servicer shall be paid \$100 for each assigned and completed Quarterly Touch review.

## 7. ADMINISTRATION OF CONTRACT EXHIBIT

(a) The Florida Housing program manager for this Contract Exhibit is:

Nicole Gibson  
Assistant Director of Homeownership Programs  
Florida Housing Corporation  
227 North Bronough St., Suite 5000

Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850)414-6548  
nicole.gibson@floridahousing.org  
**or the designated successors.**

- (b) All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.
- (c) All notices shall be given to the parties' contract manager.

**FIFTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS FIFTH AMENDMENT to Contract Number 2011-02-01-003 (Amendment), is entered into by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (Florida Housing), and SELTZER MANAGEMENT GROUP, INC., (hereinafter referred to as the Servicer). This Amendment shall become effective upon the date the last party signs the Amendment (Effective Date).

RECITALS

- A. Florida Housing and the Servicer entered into Contract Number 2011-02-01-003, dated December 16, 2011, (Contract) wherein Servicer agreed to provide credit underwriting, loan servicing, and compliance monitoring services in connection with various Florida Housing programs.
- B. Section 6 of the Contract entitled Modification of Agreement provides for modification of the provisions of the Contract, provided the modifications are agreed to by the parties in a written, signed document, attached to the Contract.
- C. The Contract has been modified by First, Second, Third and Fourth Modification Agreements (Previous Modifications). References herein to the Contract shall mean the Contract as modified by the Previous Modifications.
- D. Florida Housing and the Servicer wish to further modify the Contract as more particular set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The above recitals are true and correct and, together with the Effective Date as defined above, form a part of this Amendment.
- 2. The Contract is amended to include the services, terms and compensation specific to Florida Housing's Principal Reduction Program (PR Program) as set forth in Exhibit F attached hereto and incorporated herein by reference.
- 3. The services, terms and compensation set forth in Exhibit F are specific to the PR Program. In the event of any conflict between the terms and conditions set forth in Exhibit F and any other terms and conditions of the Contract regarding any services, terms or compensation provided under the PR Program, Exhibit F shall control.

4. The Contract is amended by deleting subsection 8 (d) thereof in its entirety and substituting in its place the following:

“(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2), Fla. Stat., the Servicer is required “to comply with public records laws, specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

5. Miscellaneous.

(a) This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

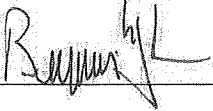
(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this FIFTH AMENDMENT to Contract Number 2011-02-01-003, each through a duly authorized representative, effective as of the Effective Date.

SELTZER MANAGEMENT GROUP, INC.

By: 

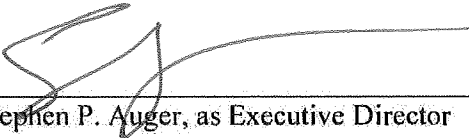
Name: Benjamin Johnson

Title: President

Servicer FID#: 593025547

Date of execution: Sept. 25, 2013

FLORIDA HOUSING FINANCE CORPORATION

By:   
Stephen P. Auger, as Executive Director

Date of execution: 2/12/14

**EXHIBIT F**  
**TO CONTRACT NUMBER 2011-02-01-003**

**TERMS AND CONDITIONS REGARDING**  
**HARDEST HIT FUND PROGRAM SERVICES**

1. The Servicer agrees that the services, terms and compensation set forth herein this Exhibit F are specific to the HHF program and that in the event of any conflict between any term of this Exhibit F and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit F shall control and take precedence.
2. The Servicer agrees to provide Florida Housing with executed Non-Disclosure and Confidentiality Agreements for all employees performing credit underwriting, loan servicing, and compliance monitoring services in relation to the Hardest Hit Fund (HHF) Program. Furthermore, with relation to employees performing HHF Program services, the Servicer agrees to a) conduct Personally Identifiable Information (PII) awareness training, or b) participate in PII awareness training as provided by Florida Housing prior to performing credit underwriting services.

3 **APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION**

(a) Applicant Privacy: The Servicer shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The Servicer shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for Principal Reduction Program assistance in accordance with the applicable eligibility guidelines as contained in the Florida Hardest-Hit Fund Principal Reduction (HHF-PR) Advisor Procedures Manual (the "HHF-PR Advisor

Procedures Manual") dated July 2013, as may be amended from time to time, as well as all compensation paid to the Servicer for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Servicer in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The Servicer must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Servicer's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The Servicer and its employees shall allow Florida Housing, or its agent(s), physical access to the files and records maintained by the Servicer under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the Servicer 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the Servicer's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) Electronic Files and Records: The Servicer understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing. Because of the cost, time and disruption associated with on-site audits, the parties



intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The Servicer shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to Treasury, or to its designee(s). The Servicer shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its right to conduct on-site inspections of the Servicer's files and records under this Contract.

(g) Use of Applicant Information: The Servicer agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under this Contract. This terms and conditions in this subparagraph 3(g) shall survive the termination of the Contract.

#### 4. CONFLICTS OF INTEREST

(a) The Servicer and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the Servicer, including the Servicer, if an individual. To that end, an HHF Employee may not handle, process, or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Principal Reduction Program made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the Servicer or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in

subparagraph 6(a) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

"'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The Servicer will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the Servicer become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Servicer will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract, within ten (10) working days. If the Servicer is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

5. The Servicer agrees to add the additional credit underwriting services for the federal Hardest Hit Fund program, which are contained in the procedures “Underwriting Files – Contract Underwriting” and may be amended from time to time, and as follows:

(a) Florida Housing works with Advisor Agencies to make the initial determination of an Applicant’s eligibility for the Hardest Hit Fund PR Program (HHF-PR). Advisors, when they deem an Applicant eligible, will upload and export required HHF documents to the Underwriting-PR portal.

(b) Florida Housing assigns Applicants to Seltzer’s Staff based on the guidance supplied by Seltzer regarding the number of files that can be added to their workload. The number of files assigned may not always equal the number of files requested by Seltzer. This may vary depending on the additional support required by Florida Housing and will be determined solely by Florida Housing.

(c) When the Seltzer Staff begins work on the individual file, they change the status in the Underwriting Portal to “Under UW Review”.

(d) As files are assigned to Seltzer for processing, Seltzer Staff will review key pieces of file documentation in order to identify the applicants being considered (which, in accordance with program guidelines, are the applicant, anyone else on the deed or the first mortgage and other household members).

(e) Seltzer Staff will review each document in the file in accordance with the supplied HHF Document Checklist.

(f) In the event there are missing or incomplete documents, Seltzer Staff will send a Communication Log entry in the Underwriting Portal advising of the specific documents needed. To the highest extent possible, communication between Seltzer Staff and the Advisor should be kept within the Communication Log. Seltzer staff changes the Status to “Pending Advisor Update”.

(g) Once all files have been properly submitted and documented, Seltzer Staff will change the status back to “Under UW Review” and proceed to underwrite the file and document eligibility requirements using the supplied Eligibility Determination Checklist and the Eligibility Computation Form. If questions arise during the underwriting process, Seltzer Staff will contact the Advisor using the Communication Log to address these questions.

(h) Seltzer will make the Eligibility Determination based on the documents supplied, and in accordance with the HHF Underwriting Procedures.

(i) Seltzer staff will scan and upload all working papers in conjunction with the Eligibility Determination, including the HHF Document Checklist, Eligibility Determination Checklist, and their Eligibility Computation Form.

(j) Seltzer Staff will review all tabs in the Underwriting-PR Portal for completeness and accuracy.

(k) Seltzer Staff will complete the Program Entry portion of the Underwriting Portal for all Applicants assigned.

(l) If an Applicant is deemed Eligible, the status of the Applicant in the Underwriting Portal will need to be updated to “Completed RVW Eligible”.

(m) Seltzer Staff will complete the Loan Documents section of the Underwriting Tab with the verified first mortgage recording information.

(n) For files deemed Ineligible, Seltzer staff will change the status of the file to “Completed RVW Ineligible” and advise the Advisor via the Communication Log the reason for Ineligibility and to send an Ineligible Letter to the borrower. Once Advisor contacts Servicer Staff that the Ineligible Letter has been exported, verify letter is correct and mark file eligible for billing in the Billing Section of the Underwriting Tab.

(o) Any underwriting notes that Seltzer Staff feels should be communicated for the benefit of future inquiries can be typed into the Notes box of the Underwriting Tab. This Notes box does not go to the HHF Advisor (like the Communication Log).

(p) Seltzer will provide a detailed log of all determinations, both Eligible and Ineligible to Florida Housing on a weekly basis.

## 6. COMPENSATION

(a) The Servicer shall be paid \$225 per file that is fully underwritten;

(b) The Servicer shall be paid \$15 per confirmed ineligible file where the ineligibility reason is either Canceled Due to Borrower Inactivity or Canceled by Borrower; and

(c) The Servicer shall be paid \$40 per confirmed ineligible file for reasons not included in 6(b).

## 7. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Della Harrell  
Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[della.harrell@floridahousing.org](mailto:della.harrell@floridahousing.org)  
**or the designated successor.**

(b) The Servicer contract administrator for this Contract is:

Ben Johnson

Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413  
Phone: (850) 233-3616  
Fax: (813) 233-1429  
[ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor**

(c) The Florida Housing program contract manager for this Contract is:

Nicole Gibson  
Federal Loan Program Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[nicole.gibson@floridahousing.org](mailto:nicole.gibson@floridahousing.org)  
**or the designated successor.**

(d) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' contract administrator.

**FOURTH AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS FOURTH AMENDMENT is to Contract Number 2011-02-01-003 (Amendment), by and between Florida Housing Finance Corporation, a public corporation and a public body corporate and politic (Florida Housing), and SELTZER MANAGEMENT GROUP, INC. (hereinafter referred to as the Servicer). This Amendment shall bind the parties upon execution by their respective agents, and shall become effective upon the date the last party signs the Amendment (Effective Date).

RECITALS

A. Florida Housing and the Servicer entered into Contract Number 2011-02-01-003, dated December 16, 2011, wherein Servicer agreed to provide for credit underwriting, loan servicing, and compliance monitoring services (Contract) in connection with various Florida Housing programs.

B. Paragraph 12, Modification of the Contract provides for modification of the provisions of the Contract, provided the modifications are agreed to by the parties in a written, signed document, attached to the Contract;

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Recitals. The above recitals are true and correct and form a part of this Amendment.

1. The parties agree to amend the Contract to include the services, terms and compensation specific to the Hardest Hit Fund (HHF) program and set forth in Exhibit E as attached hereto, and agree that this Exhibit shall become Exhibit E to the Contract.

2. The parties agree that the services, terms and compensation set forth in Exhibit E as attached hereto are specific to the HHF program and that in the event of any conflict between any term of Exhibit E and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit E shall control and take precedence.

3. Miscellaneous:

(a) This Amendment shall be attached to and made a part of the Contract.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida.



(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

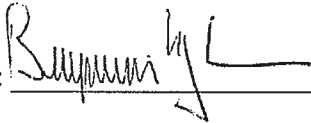
(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically supplemented by this Amendment, all of the terms and provisions of the Contract are hereby ratified and confirmed and made applicable to the management of the Development.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this FOURTH AMENDMENT to Contract Number 2011-02-01-003, each through a duly authorized representative, and shall become effective on the Effective Date.

SELTZER MANAGEMENT GROUP, INC.

By: 

Witness: Virginia Paxton

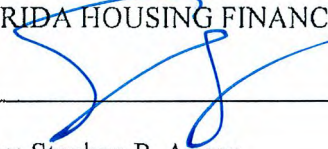
Name: Benjamin S. Johnson

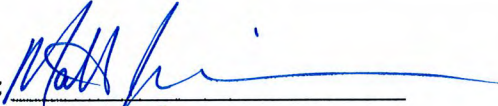
Date: 4-3-13

Title: President

FID#: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By: 

Witness: 

Name: Stephen P. Auger

Date: 4/10/13

Title: Executive Director

**EXHIBIT E**  
**TO CONTRACT NUMBER 2011-02-01-003**

**TERMS AND CONDITIONS REGARDING**  
**HARDEST HIT FUND PROGRAM SERVICES**

1. The Servicer agrees that the services, terms and compensation set forth herein this Exhibit E are specific to the HHF program and that in the event of any conflict between any term of this Exhibit E and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit E shall control and take precedence.
2. The Servicer agrees to provide Florida Housing with executed Non-Disclosure and Confidentiality Agreements for all employees performing credit underwriting, loan servicing, and compliance monitoring services in relation to the Hardest Hit Fund (HHF) Program. Furthermore, with relation to employees performing HHF Program services, the Servicer agrees to a) conduct Personally Identifiable Information (PII) awareness training, or b) participate in PII awareness training as provided by Florida Housing prior to performing credit underwriting services.

3 **APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION**

(a) Applicant Privacy: The Servicer shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The Servicer shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility or ineligibility for UMAP and/or MLRP assistance in accordance with the applicable eligibility guidelines as contained in the Advisor Procedure Guide (Revised 06/2012), as may be amended from time to time, as well as all compensation paid to the Servicer for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other

material received, generated, maintained or filed by the Servicer in connection with this Contract. All documentation relating to the eligibility or ineligibility of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The Servicer must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Servicer's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The Servicer and its employees shall allow Florida Housing, or its agent(s), physical access to the files and records maintained by the Servicer under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the Servicer 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the Servicer's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) Electronic Files and Records: The Servicer understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The Servicer shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida

Housing, or to Treasury, or to its designee(s). The Servicer shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its right to conduct on-site inspections of the Servicer's files and records under this Contract.

(g) Use of Applicant Information: The Servicer agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under this Contract. This terms and conditions in this subparagraph 3(g) shall survive the termination of the Contract.

#### 4. CONFLICTS OF INTEREST

(a) The Servicer and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the Servicer, including the Servicer, if an individual. To that end, an HHF Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the Servicer or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of

this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

"Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The Servicer will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household

members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the Servicer become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Servicer will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract, within ten (10) working days. If the Servicer is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

5. The Servicer agrees to add the additional credit underwriting services for the federal Hardest Hit Fund program, which are contained in the procedures "Underwriting Files – Contract Underwriting" and may be amended from time to time, and as follows:
  - (a) Florida Housing works with Advisor Agencies to make the initial determination of an Applicant's eligibility for the Hardest Hit Fund Program (HHF). Advisors, when they deem an Applicant Ineligible, will upload and export the required HHF documents to the Underwriting Portal.
  - (b) Florida Housing assigns Applicants to the Servicer's staff based upon the guidance supplied by the Servicer as the ineligible files are exported to the Underwriting Portal. The guidance supplied by the servicer should indicate the percentage of daily files that should be assigned to each Servicer Staff member assigned to Ineligible file review. Florida Housing will provide a daily report of each file assigned.
  - (c) Ineligible Files fall into three categories:
    - (a) Clients with documented reasons for Ineligibility;
    - (b) Clients that have cancelled their application;
    - (c) Clients that have been deemed Ineligible due to inactivity.
  - (d) For review of Ineligible files 5(c)(a) – verify justification for cause of ineligibility under the criteria in effect at the time determination was made by the Advisor Agency. There should be the Ineligible Letter exported that is signed by the Advisor in one file and the documentation to support determination in a separate file.



- (e) For review of Ineligible files 5(c)(b) – Verify that the Advisor Agency exported the Ineligible Letter that is signed by the Advisor in one file and documented cancellation information in a separate file. The documented cancellation information can come in the form of a letter or email. In cases where the advisor received verbal cancellation, the advisor should document attempts made to get the cancellation in writing, but if the borrower refuses, the provided attempts made by the Advisor will be sufficient documentation.
- (f) For review of Ineligible files 5(c)(c) – Verify that the Advisor Agency exported the Ineligible Letter that is signed by the Advisor in one file and the proof that the Advisor agency has had no contact from the applicant in a separate file. The proof in most cases will be a print-out of the “notes” section of the CounselorDirect Advisor Portal documenting the attempts made by the Advisor Agency to contact the Applicant over a 30-day period.
- (g) If an Advisor Agency indicated multiple reasons for Ineligibility on the Ineligible Letter, only one reason needs to be verified by the Servicer.
  - (a) If one of the reasons is either 5(c)(b) or 5(c)(c), the Servicer will determine compliance using procedures outlined in Paragraph 5(e) or 5(f) prior to any documented Ineligibility Reason per 5(c)(a).
  - (b) If multiple reasons per paragraph 5(c)(a) are supplied by the Advisor, the Servicer may choose which reason to verify. If the documentation provided by the Advisor does not satisfy the review per Paragraph 5(d), the Servicer must review another reason provided by the Advisor until satisfied under Paragraph 5(d) where compliance can be verified. If none of the documentation provided satisfies any of the multiple reasons, the servicer will utilize the procedure outlined in Paragraph 5(l).
- (h) If information exported by the Advisor Agency is correct and complete per Paragraphs 5(d), 5(e) or 5(f), Servicer will provide the following in the Communication Log: “Ineligible Letter and documentation provided. Eligible for Ineligible Activity Billing. Please email [HHFAdvisor@floridahousing.org](mailto:HHFAdvisor@floridahousing.org) if additional action or updated information is needed for this applicant”.
- (i) If information exported by the Advisor Agency is correct, after the Communication Log post per Paragraph 5(h), click on the Ineligible box in the Billing section of the Underwriter Tab in Counselor Direct.
- (j) After Paragraph 5(i) is complete, click on Save button to record the Ineligible Billing.
- (k) After Paragraph 5(j), change the status of the Applicant to Ineligible.

(l) If the information exported by the Advisor Agency is not correct or complete per Paragraphs 5(d), 5(e) or 5(f), Servicer will provide the following in the Communication Log: “Reasons for Ineligible Determination not accurately documented [provide rationale for this determination by Servicer]. This activity is not eligible for Ineligible Activity Billing. Please email HHFAdvisor@floridahousing.org if this client’s determination will change from Ineligible to Eligible in future to ensure timely review.”

(m) After Paragraph 5(l) is complete and comment is saved, click on Save button and exit out of client’s record.

(n) After Paragraph 5(m), change the status of Applicant to Ineligible.

## 6. COMPENSATION

- (a) The Servicer shall be paid \$15 per confirmed ineligible file where the ineligibility reason is either Canceled Due to Borrower Inactivity or Canceled by Borrower;
- (b) The Servicer shall be paid \$40 per confirmed ineligible file for reasons not included in 6(a).

## 7. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
**or the designated successor.**

(b) The Servicer contract administrator for this Contract is:

Ben Johnson  
Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413

Phone: (850) 233-3616  
Fax: (813) 233-1429  
[ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor**

(c) The Florida Housing program contract manager for this Contract is:

Nicole Gibson  
Federal Loan Program Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[nicole.gibson@floridahousing.org](mailto:nicole.gibson@floridahousing.org)  
**or the designated successor.**

(d) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' contract administrator.

**THIRD AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS THIRD AMENDMENT is to Contract Number 2011-02-01-003 (Amendment), by and between Florida Housing Finance Corporation, a public corporation and a public body corporate and politic (Florida Housing), and SELTZER MANAGEMENT GROUP, INC. (hereinafter referred to as the Servicer). This Amendment shall bind the parties upon execution by their respective agents, and shall become effective upon the date the last party signs the Amendment (Effective Date).

RECITALS

A. Florida Housing and the Servicer entered into Contract Number 2011-02-01-003, dated December 16, 2011, wherein Servicer agreed to provide for credit underwriting, loan servicing, and compliance monitoring services (Contract) in connection with various Florida Housing programs.

B. Paragraph 12, Modification of the Contract provides for modification of the provisions of the Contract, provided the modifications are agreed to by the parties in a written, signed document, attached to the Contract;

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Recitals. The above recitals are true and correct and form a part of this Amendment.

1. The parties agree to amend the Contract to include the services, terms and compensation specific to the Hardest Hit Fund (HHF) program and set forth in Exhibit D as attached hereto, and agree that this Exhibit shall become Exhibit D to the Contract.

2. The parties agree that the services, terms and compensation set forth in Exhibit D as attached hereto are specific to the HHF program and that in the event of any conflict between any term of Exhibit D and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit D shall control and take precedence.

3. Miscellaneous:

(a) This Amendment shall be attached to and made a part of the Contract.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically supplemented by this Amendment, all of the terms and provisions of the Contract are hereby ratified and confirmed and made applicable to the management of the Development.

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IN WITNESS WHEREOF, the parties have executed this THIRD AMENDMENT to Contract Number 2011-02-01-003, each through a duly authorized representative, and shall become effective on the Effective Date.

SELTZER MANAGEMENT GROUP, INC.

By: Kevin Dupont Witness: Virginia E. Paxton  
Name: Kevin P. Dupont Date: 2-6-13  
Title: V. Pres/Gen Mgr FID#: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION  
By: [Signature] Witness: [Signature]  
Name: Stephen P. Auger Date: 2/15/13  
Title: Executive Director

**EXHIBIT D**  
**TO CONTRACT NUMBER 2011-02-01-003**

**TERMS AND CONDITIONS REGARDING**  
**HARDEST HIT FUND PROGRAM SERVICES**

1. The Servicer agrees that the services, terms and compensation set forth herein this Exhibit D are specific to the HHF program and that in the event of any conflict between any term of this Exhibit D and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit D shall control and take precedence.
2. The Servicer agrees to provide Florida Housing with executed Non-Disclosure and Confidentiality Agreements for all employees performing credit underwriting, loan servicing, and compliance monitoring services in relation to the Hardest Hit Fund (HHF) Program. Furthermore, with relation to employees performing HHF Program services, the Servicer agrees to a) conduct Personally Identifiable Information (PII) awareness training, or b) participate in PII awareness training as provided by Florida Housing prior to performing credit underwriting services.

3 **APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION**

(a) Applicant Privacy: The Servicer shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The Servicer shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for UMAP and/or MLRP assistance in accordance with the applicable eligibility guidelines as contained in the Advisor Procedure Guide (Revised 06/2012), as may be amended from time to time, as well as all compensation paid to the Servicer for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other

material received, generated, maintained or filed by the Servicer in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The Servicer must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Servicer's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The Servicer and its employees shall allow Florida Housing, or its agent(s), physical access to the files and records maintained by the Servicer under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the Servicer 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the Servicer's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) Electronic Files and Records: The Servicer understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The Servicer shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida



Housing, or to Treasury, or to its designee(s). The Servicer shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its right to conduct on-site inspections of the Servicer's files and records under this Contract.

(g) Use of Applicant Information: The Servicer agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under this Contract. This terms and conditions in this subparagraph 3(g) shall survive the termination of the Contract.

#### 4. CONFLICTS OF INTEREST

(a) The Servicer and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the Servicer, including the Servicer, if an individual. To that end, an HHF Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the Servicer or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of

this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

"Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The Servicer will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household

members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the Servicer become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Servicer will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract, within ten (10) working days. If the Servicer is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

5. The Servicer agrees to add the additional credit underwriting services for the federal Hardest Hit Fund program, which are contained in the procedures "Underwriting Files – Contract Underwriting" and may be amended from time to time, and as follows:
  - a. Florida Housing works with Advisor Agencies to make the initial determination of an Applicant's eligibility for the Hardest Hit Fund program (HHF). Advisors, when they deem an Applicant eligible, will upload and export required HHF documents to the Underwriting portal.
  - b. Florida Housing assigns Applicants to Seltzer's Staff based on the guidance supplied by Seltzer regarding the number of files that can be added to their workload. The number of files assigned may not always equal the number of files requested by Seltzer. This may vary depending on the additional support required by Florida Housing and will be determined solely by Florida Housing.
  - c. When the Seltzer Staff begins work on the individual file, they change the status in the Underwriting Portal to "Under UW Review".
  - d. As files are assigned to Seltzer for processing, Seltzer Staff will review key pieces of file documentation in order to identify the applicants being considered (which, in accordance with program guidelines, are the applicant, anyone else on the deed or the first mortgage and other household members).

- e. The Seltzer Staff will review each document in the file in accordance with the supplied HHF Document Checklist.
- f. In the event there are missing or incomplete documents, Seltzer Staff will send a Communication Log entry in the Underwriting Portal advising of the specific documents needed. To the highest extent possible, communication between Seltzer Staff and the Advisor should be kept within the Communication Log. Seltzer staff changes the Status to “Pending Advisor Update”
- g. Seltzer Staff will allow thirty (30) days for the Advisor to export the required information to the Underwriting Portal. Seltzer Staff will be available to answer any related questions the housing counselor may have.
- h. Seltzer Staff will send a reminder Communication Log post to the Advisor at or about fifteen (15) days after the initial request.
- i. If after thirty (30) days, the Advisor has not submitted the proper documents, Seltzer may deem the file Ineligible.
- j. Once all files have been properly submitted and documented, Seltzer Staff will change the status back to “Under UW Review” and proceed to underwrite the file and document eligibility requirements using the supplied Eligibility Determination Checklist and the Eligibility Computation Form. If questions arise during the underwriting process, Seltzer Staff will contact the Advisor using the Communication Log to address these questions.
- k. Seltzer will make the Eligibility Determination based on the documents supplied, and in accordance with the HHF Underwriting Procedure.
- l. Seltzer staff will scan and upload all working papers in conjunction with the Eligibility Determination, including the HHF Document Checklist, Eligibility Determination Checklist and their Eligibility Computation Form.
- m. Seltzer Staff will complete the Program Entry portion of the Underwriting Portal for all Applicants assigned.
- n. If an Applicant is deemed Eligible, the status of the Applicant in the Underwriting Portal will need to be updated to “Completed REV - Eligible”.

- o. Seltzer Staff will complete the Loan Documents section of the Underwriting Tab with the verified first mortgage recording information.
- p. For files deemed Ineligible, Seltzer staff will change the status of the file to “Completed REV - Ineligible” and advise the Advisor via the Communication Log the reason for Ineligibility and to send an Ineligible Letter to the borrower.
- q. Any underwriting notes that Seltzer Staff feels should be communicated for the benefit of future inquiries can be typed into the Notes box of the Underwriting Tab. This Notes box does not go to the Servicer (like the Communication Log).
- r. Seltzer will provide a detailed log of all determinations, both Eligible (including which program, UMAP and MLRP or MLRP-Only, the client is eligible for) and Ineligible to Florida Housing twice weekly.

## 6. COMPENSATION

The Servicer shall be paid \$\_\_\_\_\_ per file that is fully underwritten.

## 7. ADMINISTRATION OF CONTRACT

- (a) The Florida Housing contract administrator for this Contract is:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
**or the designated successor.**

(b) The Servicer contract administrator for this Contract is:

Ben Johnson  
Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413  
Phone: (850) 233-3616  
Fax: (813) 233-1429  
[ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor**

(c) The Florida Housing program contract manager for this Contract is:

Nicole Gibson  
Federal Loan Program Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[nicole.gibson@floridahousing.org](mailto:nicole.gibson@floridahousing.org)  
**or the designated successor.**

(d) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' contract administrator.

**SECOND AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS SECOND AMENDMENT is to Contract Number 2011-02-01-003 (Amendment), by and between Florida Housing Finance Corporation, a public corporation and a public body corporate and politic (Florida Housing), and SELTZER MANAGEMENT GROUP (hereinafter referred to as the Servicer). This Amendment shall bind the parties upon execution by their respective agents, and shall become effective retroactively to January 1, 2012 (Effective Date).

RECITALS

A. Florida Housing and the Servicer entered into Contract Number 2011-02-01-003, dated December 8, 2011, wherein Servicer agreed to provide for credit underwriting, loan servicing, and compliance monitoring services (Contract) in connection with certain projects that sought Multifamily Mortgage Revenue Bonds; the first amendment to the contract is dated January 19, 2012, modifying the fees to recognize the annual CPI increase;

B. Paragraph 12, Modification of the Contract provides for modification of the provisions of the Contract, provided the modifications are agreed to by the parties in a written, signed document, attached to the Contract;

C. The 2012 Amended Fee Schedule, Exhibit C, to the contract is hereby modified as it relates to Section 3 monitoring fees:

1. Section 3 Monitoring for HOME (monthly fee) is increased to \$403.00. This increase recognizes the additional work required to be completed by the Servicers for Section 3 monitoring of the Housing and Urban Development Act of 1968, 24 CFR Part 135. Billing for the monthly fee will begin in the month of the preconstruction conference.

D. The 2012 Amended Fee Schedule, Exhibit C, to the contract is hereby modified for compliance monitoring fees for all applicable programs:

1. The additional fee per set aside unit was calculated at \$9.27 using the CPI applicable to the calculations for the January 19, 2012 amended Fee Schedule. Applying a rounding convention to round down to the nearest dollar, the fee was set at \$9.00. This second amendment of the Fee Schedule eliminates the rounding convention and sets the per unit set aside fee at the calculated amount of \$9.27.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:



1. Recitals. The above recitals are true and correct and form a part of this Amendment.

2. The Fee Schedule is amended as stated above and a copy of the amended schedule is attached hereto as Exhibit C dated as of August 9, 2012.

3. Miscellaneous:

(a) This Amendment shall be attached to and made a part of the Contract.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

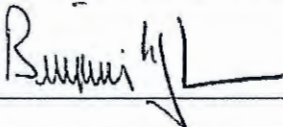
(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically supplemented by this Amendment, all of the terms and provisions of the Contract are hereby ratified and confirmed and made applicable to the management of the Development.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE  
FOLLOWS

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT to Contract Number 2011-02-01-003, each through a duly authorized representative, and shall become effective retroactively to January 1, 2012.

SELTZER MANAGEMENT GROUP

By: 

Witness: Virginia Paxton

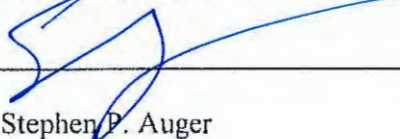
Name: Benjamin S. Johnson

Date: 8-16-12

Title: President

FID#: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By: 

Witness: Shery Ann

Name: Stephen P. Auger

Date: 9/17/12

Title: Executive Director

**FIRST AMENDMENT  
TO CONTRACT NUMBER 2011-02-01-003**

THIS FIRST AMENDMENT is to Contract Number 2011-02-01-003 (Amendment), by and between Florida Housing Finance Corporation, a public corporation and a public body corporate and politic (Florida Housing), and SELTZER MANAGEMENT GROUP, INC. (hereinafter referred to as the Servicer). This Amendment shall bind the parties upon execution by their respective agents, and shall become effective upon the date the last party signs the Amendment (Effective Date).

RECITALS

A. Florida Housing and the Servicer entered into Contract Number 2011-02-01-003, dated December 16, 2011, wherein Servicer agreed to provide for credit underwriting, loan servicing, and compliance monitoring services (Contract) in connection with each program set forth in the applicable rule chapter of the Florida Administrative Code and other programs that Florida Housing may implement from time to time.

B. Paragraph 12, Modification of the Contract provides for modification of the provisions of the Contract, provided the modifications are agreed to by the parties in a written, signed document, attached to the Contract;

C. The RFP to the Contract that is attached as an Exhibit was modified to change the requirements of Section Four D, II, B i and ii on May 4, 2011.

D. When preparing the final contract, the original language was left in the RFP. Florida Housing considers this a scrivener's error and the modification will be the controlling language in the contract.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a part of this Amendment.

2. The Servicer agrees to replace the original language with the modified language as follows:

b. Submission of Program Reports shall be as follows:

1. Initial Program Reports

i. For all Developments, funded by Florida Housing, except those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, if the Development is occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which the loan closing or the execution of the carryover allocation agreement occurred, and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.

ii. For all Developments, funded by Florida Housing, except those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, if the Development is not occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which rental of the initial unit occurred and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.

3. Miscellaneous:

(a) This Amendment shall be attached to and made a part of the Contract.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

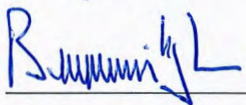
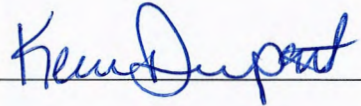
(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

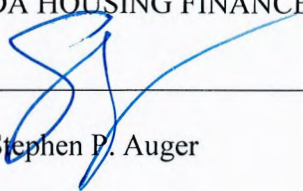
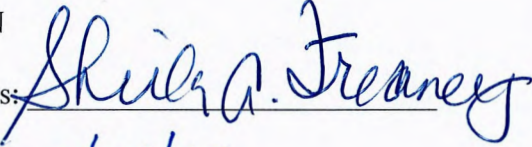
(f) Except as specifically supplemented by this Amendment, all of the terms and provisions of the Contract are hereby ratified and confirmed and made applicable to the management of the Development.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT to Contract Number 2011-02-01-003, each through a duly authorized representative, and shall become effective on the Effective Date.

SELTZER MANAGEMENT GROUP, INC.

By:  Witness:   
Name: Benjamin S. Johnson Date: 2-7-12  
Title: President FID#: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By:  Witness:   
Name: Stephen P. Auger Date: 2/14/12  
Title: Executive Director

**EXHIBIT E**  
**TO CONTRACT NUMBER 2011-02-01-003**

**TERMS AND CONDITIONS REGARDING**  
**HARDEST HIT FUND PROGRAM SERVICES**

1. The Servicer agrees that the services, terms and compensation set forth herein this Exhibit E are specific to the HHF program and that in the event of any conflict between any term of this Exhibit E and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit E shall control and take precedence.
2. The Servicer agrees to provide Florida Housing with executed Non-Disclosure and Confidentiality Agreements for all employees performing credit underwriting, loan servicing, and compliance monitoring services in relation to the Hardest Hit Fund (HHF) Program. Furthermore, with relation to employees performing HHF Program services, the Servicer agrees to a) conduct Personally Identifiable Information (PII) awareness training, or b) participate in PII awareness training as provided by Florida Housing prior to performing credit underwriting services.

3 **APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION**

(a) Applicant Privacy: The Servicer shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The Servicer shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility or ineligibility for UMAP and/or MLRP assistance in accordance with the applicable eligibility guidelines as contained in the Advisor Procedure Guide (Revised 06/2012), as may be amended from time to time, as well as all compensation paid to the Servicer for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other

material received, generated, maintained or filed by the Servicer in connection with this Contract. All documentation relating to the eligibility or ineligibility of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The Servicer must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Servicer's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The Servicer and its employees shall allow Florida Housing, or its agent(s), physical access to the files and records maintained by the Servicer under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the Servicer 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the Servicer's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) Electronic Files and Records: The Servicer understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The Servicer shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida

Housing, or to Treasury, or to its designee(s). The Servicer shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its right to conduct on-site inspections of the Servicer's files and records under this Contract.

(g) Use of Applicant Information: The Servicer agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under this Contract. This terms and conditions in this subparagraph 3(g) shall survive the termination of the Contract.

#### 4. CONFLICTS OF INTEREST

(a) The Servicer and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the Servicer, including the Servicer, if an individual. To that end, an HHF Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the Servicer or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.



(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of

this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

"Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The Servicer will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household

members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the Servicer become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Servicer will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract, within ten (10) working days. If the Servicer is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

5. The Servicer agrees to add the additional credit underwriting services for the federal Hardest Hit Fund program, which are contained in the procedures “Underwriting Files – Contract Underwriting” and may be amended from time to time, and as follows:
  - (a) Florida Housing works with Advisor Agencies to make the initial determination of an Applicant’s eligibility for the Hardest Hit Fund Program (HHF). Advisors, when they deem an Applicant Ineligible, will upload and export the required HHF documents to the Underwriting Portal.
  - (b) Florida Housing assigns Applicants to the Servicer’s staff based upon the guidance supplied by the Servicer as the ineligible files are exported to the Underwriting Portal. The guidance supplied by the servicer should indicate the percentage of daily files that should be assigned to each Servicer Staff member assigned to Ineligible file review. Florida Housing will provide a daily report of each file assigned.
  - (c) Ineligible Files fall into three categories:
    - (a) Clients with documented reasons for Ineligibility;
    - (b) Clients that have cancelled their application;
    - (c) Clients that have been deemed Ineligible due to inactivity.
  - (d) For review of Ineligible files 5(c)(a) – verify justification for cause of ineligibility under the criteria in effect at the time determination was made by the Advisor Agency. There should be the Ineligible Letter exported that is signed by the Advisor in one file and the documentation to support determination in a separate file.

- (e) For review of Ineligible files 5(c)(b) – Verify that the Advisor Agency exported the Ineligible Letter that is signed by the Advisor in one file and documented cancellation information in a separate file. The documented cancellation information can come in the form of a letter or email. In cases where the advisor received verbal cancellation, the advisor should document attempts made to get the cancellation in writing, but if the borrower refuses, the provided attempts made by the Advisor will be sufficient documentation.
- (f) For review of Ineligible files 5(c)(c) – Verify that the Advisor Agency exported the Ineligible Letter that is signed by the Advisor in one file and the proof that the Advisor agency has had no contact from the applicant in a separate file. The proof in most cases will be a print-out of the “notes” section of the CounselorDirect Advisor Portal documenting the attempts made by the Advisor Agency to contact the Applicant over a 30-day period.
- (g) If an Advisor Agency indicated multiple reasons for Ineligibility on the Ineligible Letter, only one reason needs to be verified by the Servicer.
  - (a) If one of the reasons is either 5(c)(b) or 5(c)(c), the Servicer will determine compliance using procedures outlined in Paragraph 5(e) or 5(f) prior to any documented Ineligibility Reason per 5(c)(a).
  - (b) If multiple reasons per paragraph 5(c)(a) are supplied by the Advisor, the Servicer may choose which reason to verify. If the documentation provided by the Advisor does not satisfy the review per Paragraph 5(d), the Servicer must review another reason provided by the Advisor until satisfied under Paragraph 5(d) where compliance can be verified. If none of the documentation provided satisfies any of the multiple reasons, the servicer will utilize the procedure outlined in Paragraph 5(l).
- (h) If information exported by the Advisor Agency is correct and complete per Paragraphs 5(d), 5(e) or 5(f), Servicer will provide the following in the Communication Log: “Ineligible Letter and documentation provided. Eligible for Ineligible Activity Billing. Please email [HHFAdvisor@floridahousing.org](mailto:HHFAdvisor@floridahousing.org) if additional action or updated information is needed for this applicant”.
- (i) If information exported by the Advisor Agency is correct, after the Communication Log post per Paragraph 5(h), click on the Ineligible box in the Billing section of the Underwriter Tab in Counselor Direct.
- (j) After Paragraph 5(i) is complete, click on Save button to record the Ineligible Billing.
- (k) After Paragraph 5(j), change the status of the Applicant to Ineligible.

(l) If the information exported by the Advisor Agency is not correct or complete per Paragraphs 5(d), 5(e) or 5(f), Servicer will provide the following in the Communication Log: “Reasons for Ineligible Determination not accurately documented [provide rationale for this determination by Servicer]. This activity is not eligible for Ineligible Activity Billing. Please email HHFAdvisor@floridahousing.org if this client’s determination will change from Ineligible to Eligible in future to ensure timely review.”

(m) After Paragraph 5(l) is complete and comment is saved, click on Save button and exit out of client’s record.

(n) After Paragraph 5(m), change the status of Applicant to Ineligible.

## 6. COMPENSATION

- (a) The Servicer shall be paid \$15 per confirmed ineligible file where the ineligibility reason is either Canceled Due to Borrower Inactivity or Canceled by Borrower;
- (b) The Servicer shall be paid \$40 per confirmed ineligible file for reasons not included in 6(a).

## 7. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
**or the designated successor.**

(b) The Servicer contract administrator for this Contract is:

Ben Johnson  
Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413

Phone: (850) 233-3616  
Fax: (813) 233-1429  
[ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor**

(c) The Florida Housing program contract manager for this Contract is:

Nicole Gibson  
Federal Loan Program Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[nicole.gibson@floridahousing.org](mailto:nicole.gibson@floridahousing.org)  
**or the designated successor.**

(d) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' contract administrator.

**EXHIBIT D**  
**TO CONTRACT NUMBER 2011-02-01-003**

**TERMS AND CONDITIONS REGARDING**  
**HARDEST HIT FUND PROGRAM SERVICES**

1. The Servicer agrees that the services, terms and compensation set forth herein this Exhibit D are specific to the HHF program and that in the event of any conflict between any term of this Exhibit D and any other term of the Contract regarding any services, terms or compensation provided under the HHF program, that the terms of Exhibit D shall control and take precedence.
2. The Servicer agrees to provide Florida Housing with executed Non-Disclosure and Confidentiality Agreements for all employees performing credit underwriting, loan servicing, and compliance monitoring services in relation to the Hardest Hit Fund (HHF) Program. Furthermore, with relation to employees performing HHF Program services, the Servicer agrees to a) conduct Personally Identifiable Information (PII) awareness training, or b) participate in PII awareness training as provided by Florida Housing prior to performing credit underwriting services.

3 **APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION**

(a) Applicant Privacy: The Servicer shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The Servicer shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for UMAP and/or MLRP assistance in accordance with the applicable eligibility guidelines as contained in the Advisor Procedure Guide (Revised 06/2012), as may be amended from time to time, as well as all compensation paid to the Servicer for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other

material received, generated, maintained or filed by the Servicer in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the CounselorDirect system.

(c) Retaining the Files: The Servicer must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Servicer's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The Servicer and its employees shall allow Florida Housing, or its agent(s), physical access to the files and records maintained by the Servicer under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the Servicer 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the Servicer's contract administrator as designated in this Contract.

(e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) Electronic Files and Records: The Servicer understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The Servicer shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida



Housing, or to Treasury, or to its designee(s). The Servicer shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its right to conduct on-site inspections of the Servicer's files and records under this Contract.

(g) Use of Applicant Information: The Servicer agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under this Contract. This terms and conditions in this subparagraph 3(g) shall survive the termination of the Contract.

#### 4. CONFLICTS OF INTEREST

(a) The Servicer and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the Servicer, including the Servicer, if an individual. To that end, an HHF Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the Servicer or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of

this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

"Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The Servicer will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household

members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the Servicer become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Servicer will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 6(a) of this Contract, within ten (10) working days. If the Servicer is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

5. The Servicer agrees to add the additional credit underwriting services for the federal Hardest Hit Fund program, which are contained in the procedures "Underwriting Files – Contract Underwriting" and may be amended from time to time, and as follows:
  - a. Florida Housing works with Advisor Agencies to make the initial determination of an Applicant's eligibility for the Hardest Hit Fund program (HHF). Advisors, when they deem an Applicant eligible, will upload and export required HHF documents to the Underwriting portal.
  - b. Florida Housing assigns Applicants to Seltzer's Staff based on the guidance supplied by Seltzer regarding the number of files that can be added to their workload. The number of files assigned may not always equal the number of files requested by Seltzer. This may vary depending on the additional support required by Florida Housing and will be determined solely by Florida Housing.
  - c. When the Seltzer Staff begins work on the individual file, they change the status in the Underwriting Portal to "Under UW Review".
  - d. As files are assigned to Seltzer for processing, Seltzer Staff will review key pieces of file documentation in order to identify the applicants being considered (which, in accordance with program guidelines, are the applicant, anyone else on the deed or the first mortgage and other household members).

- e. The Seltzer Staff will review each document in the file in accordance with the supplied HHF Document Checklist.
- f. In the event there are missing or incomplete documents, Seltzer Staff will send a Communication Log entry in the Underwriting Portal advising of the specific documents needed. To the highest extent possible, communication between Seltzer Staff and the Advisor should be kept within the Communication Log. Seltzer staff changes the Status to “Pending Advisor Update”
- g. Seltzer Staff will allow thirty (30) days for the Advisor to export the required information to the Underwriting Portal. Seltzer Staff will be available to answer any related questions the housing counselor may have.
- h. Seltzer Staff will send a reminder Communication Log post to the Advisor at or about fifteen (15) days after the initial request.
- i. If after thirty (30) days, the Advisor has not submitted the proper documents, Seltzer may deem the file Ineligible.
- j. Once all files have been properly submitted and documented, Seltzer Staff will change the status back to “Under UW Review” and proceed to underwrite the file and document eligibility requirements using the supplied Eligibility Determination Checklist and the Eligibility Computation Form. If questions arise during the underwriting process, Seltzer Staff will contact the Advisor using the Communication Log to address these questions.
- k. Seltzer will make the Eligibility Determination based on the documents supplied, and in accordance with the HHF Underwriting Procedure.
- l. Seltzer staff will scan and upload all working papers in conjunction with the Eligibility Determination, including the HHF Document Checklist, Eligibility Determination Checklist and their Eligibility Computation Form.
- m. Seltzer Staff will complete the Program Entry portion of the Underwriting Portal for all Applicants assigned.
- n. If an Applicant is deemed Eligible, the status of the Applicant in the Underwriting Portal will need to be updated to “Completed REV - Eligible”.

- o. Seltzer Staff will complete the Loan Documents section of the Underwriting Tab with the verified first mortgage recording information.
- p. For files deemed Ineligible, Seltzer staff will change the status of the file to “Completed REV - Ineligible” and advise the Advisor via the Communication Log the reason for Ineligibility and to send an Ineligible Letter to the borrower.
- q. Any underwriting notes that Seltzer Staff feels should be communicated for the benefit of future inquiries can be typed into the Notes box of the Underwriting Tab. This Notes box does not go to the Servicer (like the Communication Log).
- r. Seltzer will provide a detailed log of all determinations, both Eligible (including which program, UMAP and MLRP or MLRP-Only, the client is eligible for) and Ineligible to Florida Housing twice weekly.

## 6. COMPENSATION

The Servicer shall be paid \$\_\_\_\_\_ per file that is fully underwritten.

## 7. ADMINISTRATION OF CONTRACT

- (a) The Florida Housing contract administrator for this Contract is:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
**or the designated successor.**

(b) The Servicer contract administrator for this Contract is:

Ben Johnson  
Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413  
Phone: (850) 233-3616  
Fax: (813) 233-1429  
[ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor**

(c) The Florida Housing program contract manager for this Contract is:

Nicole Gibson  
Federal Loan Program Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[nicole.gibson@floridahousing.org](mailto:nicole.gibson@floridahousing.org)  
**or the designated successor.**

(d) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' contract administrator.

**CONTRACT FOR  
CREDIT UNDERWRITING, CONSTRUCTION AND PERMANENT LOAN  
SERVICING AND COMPLIANCE MONITORING SERVICES  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
SELTZER MANAGEMENT GROUP, INC.**

This Contract for Credit Underwriting, Construction and Permanent Loan Servicing and Compliance Monitoring Services #2011-02-01-003 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and SELTZER MANAGEMENT GROUP, INC., (Servicer), located at 17633 Ashley Drive, Panama City Beach, Florida 32413. This Contract shall become effective on the date the last party signs this Contract (Effective Date).

**MUTUAL UNDERSTANDINGS**

The Servicer represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein and offers to perform those services described in Exhibit A of this Contract, Request for Proposals (RFP) 2011-02, Exhibit B-1, Compensation of the Servicer, Exhibit B-2, Housing Credit Compliance Monitoring Fees, and Exhibit C, Fee Schedule, attached hereto and incorporated herein.

Florida Housing has a need for such services and does hereby accept the offer of the Servicer upon the terms and conditions outlined in this Contract.

Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the Servicer under the terms and provisions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

Exhibit A, RFP 2011-02  
Exhibit B-1, Compensation of the Servicer  
Exhibit B-2, Housing Credit Compliance Monitoring Fees  
Exhibit C, Fee Schedule



2. ENGAGEMENT OF THE SERVICER

The Servicer agrees to provide the services in accordance with the terms and conditions hereinafter set forth. The Servicer agrees to perform the services set forth in the attachments, and as otherwise stated in this Contract. The Servicer understands and agrees that all services under this Contract are to be performed solely by the Servicer, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld.

For the purposes of Exhibit A, RFP 2011-02, Section Four, paragraph C. Permanent Loan Servicing, subparagraphs I.h and I.i, Florida Housing and the Servicer agree that “ensure” shall be construed to mean that it shall be the duty of the Servicer to verify insurance coverage of developments as required by the loan documents, to notify Florida Housing of any potential or actual coverage lapses, and to maintain insurance to be paid for by Florida Housing, per the procedures and circumstances specifically described in these subparagraphs.

3. REPORTING REQUIREMENT

Provide an attestation report, in accordance with the Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization, as issued by the AICPA, or superseding guidance, addressing controls at the organization relevant to the organization’s processing for Florida Housing. This report, at a minimum a SOC 1 Type 2 report, should be performed at least annually covering a period of 12 months. The report must cover, at a minimum, 6 months of the Florida Housing fiscal year (January through December) being audited. If a minimum of 6 months of the Florida Housing fiscal year is not covered by the report, a bridge letter for the period not covered must be provided. A copy of the report, and bridge letter when required, should be provided to Florida Housing’s contracts administrator upon issuance but must be provided no later than the last day of the first quarter of each calendar year.

4. INCORPORATION OF LAWS, RULES AND REGULATIONS

Applicable Federal and state laws, rules, and regulations shall govern both the Servicer and Florida Housing.

5. TERM OF AGREEMENT

The initial term of this Contract shall be for four (4) years subject to a satisfactory annual performance review at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed twice, each for a one year period. Such renewal shall be at the sole option and discretion of Florida Housing.

6. MODIFICATION OF AGREEMENT

Either party may request a modification of the provisions of this Contract.

Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract.

7. FEES

The Servicer shall be compensated as described in Exhibits B-1, B-2 and C attached hereto. The Servicer shall submit invoices which are payable by Florida Housing to the program contract manager in Section 13 of this Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific Development(s) and Florida Housing Development number(s), the services being invoiced and the period the invoice covers. For fees billed on an hourly basis, the invoice must also include the number of hours worked and where (i.e., Servicer's office or Development site) the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Servicer is found to be in non-compliance with Florida laws, Federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

8. FILES

(a) Contents of the Files: The Servicer shall maintain files containing documentation to verify all compensation to the Servicer in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Servicer in connection with this Contract. The Servicer shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

(b) Retaining the Files: The Servicer shall maintain these files pursuant to Florida Housing's retention schedule, as amended from time to time, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the applicable retention period and extends beyond the applicable retention period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) Access to the Files: Upon reasonable notice, the Servicer and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(e) Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Servicer under this Contract shall be submitted to Florida Housing

within 15 days of such termination date.

9. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Servicer, its agents, its servants, or employees and the Servicer specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees and holds Florida Housing harmless from the claims of any third party. The Servicer further acknowledges that it is not an employee of Florida Housing while performing the services contemplated by this Contract. The Servicer is an independent contractor authorized to do business in the State of Florida.

(b) The Servicer specifically accepts responsibility for compliance with all applicable Florida laws, Federal laws, Florida Housing rules and Florida Housing policies.

(c) The Servicer specifically accepts responsibility for the payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Servicer, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Servicer make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.

(e) The Servicer shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Servicer.

(f) The Servicer must maintain, at all times and at its own expense, a blanket fidelity bond and errors and omissions insurance coverage. These policies must insure the Servicer against losses resulting from dishonest or fraudulent acts committed by the Servicer's personnel. Florida Housing will require that the coverage protect Florida Housing against dishonest or fraudulent acts committed by the Servicer's principal owner, if the Servicer is able to obtain this type of coverage under the terms of its fidelity bond (or a separate rider to the bond). All such policies of insurance shall be issued by an insurance company, with coverage satisfactory to Florida Housing and shall name Florida Housing as the insured or additional insured under said policies.

If any officer (or other person for whom coverage is required) of the Servicer organization cannot be covered by the fidelity bond, then the Servicer also must obtain a direct surety bond to cover any officer of the Servicer organization who cannot be covered by the fidelity bond.

The Servicer that is a subsidiary of another institution may use its parent's fidelity bond and errors and omissions insurance policy as long as it is named as a joint insured under the bond or policy. The Servicer must maintain its own coverage if there are any restrictions in the parent's coverage that would prevent the full amount of coverage Florida Housing requires from being available at all times for the Servicer's protection. If the parent's deductible amount exceeds the maximum deductible that Florida Housing would allow for the Servicer's total servicing portfolio, the Servicer must obtain a fidelity bond in its own name for an amount that is at least equal to the amount of the parent's deductible amount, with a separate deductible that is no higher than the maximum amount Florida Housing allows for that Servicer.

Florida Housing shall also accept coverage under the Mortgage Bankers Blanket Bond Policy or the Savings and Loan Blanket Bond Policy for corporate Servicers. Florida Housing requires individual coverage if the Servicer is a sole proprietorship or a partnership, and will accept fidelity bond coverage underwritten by an insurer that is affiliated with Lloyd's of London.

The Servicer must provide Florida Housing with proof that the insurer has agreed to notify Florida Housing if the required coverage is canceled or reduced for any reason, if the insurer deletes the requirement to provide Florida Housing with prior notice, or if any officers of the Servicer organization are removed from the coverage. In addition, the Servicer must promptly advise Florida Housing of any case of embezzlement or fraud in its organization, even if Florida Housing funds are not involved or if no loss has been incurred. The Servicer's report should indicate the total amount of any loss regardless of whether a claim was filed with an insurer.

(1) Fidelity Bond Coverage. The Servicer's fidelity bond coverage must be equal to a percentage of the total portfolio that the Servicer services for itself and all other investors, including Florida Housing. The amount of coverage is determined in accordance with the following:

Coverage Required	Unpaid Principal Balances of All Mortgages Serviced
\$ 300,000	\$ 100,000,000 or less
+.150% of the next	\$ 400,000,000
+.125% of the next	\$ 500,000,000
+.100% of any amount over	\$ 1,000,000,000

In no case shall the coverage be less than \$500,000.

The policy's deductible clause may be for any amount up to the greater of \$100,000 or 5 percent of the bond's face amount. The Servicer that needs a higher deductible amount should send a written request, explain the reason for the request and provide its most recent audited financial statements to Florida Housing. Before approving the Servicer's request, Florida Housing will determine the acceptability of the Servicer's financial position and performance in servicing its Florida Housing multifamily portfolio, paying particular attention to mortgage accounting and delinquent loan servicing.

(2) **Errors and Omissions Coverage.** The errors and omissions policy must, at least, protect the Servicer against negligence and errors and omissions in:

- i) maintaining all required insurance coverages;
- ii) maintaining FHA or conventional mortgage insurance;
- iii) determining whether properties are located in Special Flood Hazard Areas;
- iv) paying real estate taxes, leasehold payments, and any special assessments; and
- v) complying with reporting requirements of FHA or the mortgage insurers.

The policy must cover all mortgages serviced by the Servicer and should be written on an occurrence basis. The amount of coverage is the same as required for fidelity bonds. For the purposes of this calculation, the MMRB portfolio is the unpaid principal balance of all bonds where an ongoing Permanent Loan Servicing fee is paid. However, in no case will the coverage be less than \$1,000,000. Policies that provide for coverage per mortgage are acceptable as long as the insurer's liability per mortgage is at least equal to the highest unpaid principal balance that the Servicer has in its servicing portfolio. The Servicer must review the balances of the mortgages it services prior to each premium renewal date to determine if this limitation needs to be increased as the result of the origination of higher balance mortgages during the last coverage period. If the policy provides coverage per mortgage, the maximum deductible amount for each mortgage is 5 percent of the insurer's liability per mortgage.

Coverage that allows the insurer to limit its liability for each category of errors and omissions losses (other than the property insurance category) is acceptable. These "sublimits" of liability must at least equal 15 percent of the limit of liability that applies to property insurance (which, in effect, would be the coverage per mortgage limitation).

As long as Florida Housing receives substantially the same coverage that an errors and omissions policy would provide, Florida Housing may accept a Mortgage Impairment Insurance policy as a substitute.

(3) Required Provisions. Each fidelity bond or errors and omissions insurance policy must include the following provisions, if they can be obtained:

- i) Florida Housing will be named as "loss payee" on drafts the insurer issues to pay claims for covered losses that Florida Housing incurs;
- ii) Florida Housing will have the right to file a claim directly with the insurer if the Servicer fails to file a claim for covered losses that Florida Housing incurs; and
- iii) The insurer agrees to notify Florida Housing at least 30 days before it cancels, reduces, declines to renew, or imposes a restrictive modification to the Servicer's coverage for any reason other than a partial or full exhaustion of the insurer's limit of liability under the policy. The insurer also agrees to notify Florida Housing within ten days after it receives the Servicer's request to cancel or reduce any coverage. All notices to Florida Housing will be sent to the contract administrator as identified in Section 12 of this Contract.

The Servicer must submit satisfactory evidence that it has obtained, and has in effect, fidelity bond and errors and omissions coverage meeting the requirements of this Section commensurate with the signing of the contract. Each insurance certificate should show the insurer's name, the bond or policy number, the named insured, the type and amount of coverage (specifying whether the insurer's liability limits are on a per loss or per Mortgage basis), the effective date of the coverage, and the deductible amount. If the Servicer obtains an endorsement to the bond or policy or obtains optional coverage, it should also provide a copy of the endorsement or the description of the additional coverage, unless this information can be summarized substantively on the insurance certificate. (Reference to a form or endorsement number does not provide a substantive summary for Florida Housing purposes.)

(4). Reporting. The Servicer must also report certain events to Florida Housing within ten Business Days after they occur. Specific events that must be reported include:

- i) the occurrence of a single fidelity or errors and omissions loss that exceeds \$100,000 — even when no claim will be filed or when Florida Housing's interest will not be affected; and
- ii) the receipt of a notice from the insurer regarding the intended cancellation, reduction, non-renewal, or restrictive modification of the Servicer's fidelity bond or errors and omissions policy. The Servicer must provide Florida Housing with a copy of the insurer's notice, describe in detail the reason for the insurer's action if it is not stated in the notice, and explain the efforts it has made to obtain

replacement coverage or to otherwise satisfy Florida Housing's insurance requirements.

The Servicer should consult with Florida Housing's contract administrator if it has any questions regarding the requirements described in this Section.

10. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph (b) of this section occur, all obligations on the part of Florida Housing to continue doing business with the Servicer or assign any future transaction to the Servicer shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Servicer as a participant after the happening of any event listed in subparagraph (b) of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Servicer in the transaction or any future transaction.

(b) The Events of Default shall include, but not be limited to, the following:

(1) If any report, information, representation or material provided by the Servicer in this Contract, is inaccurate, false or misleading;

(2) If any warranty or representation made by the Servicer in this Contract, or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

(3) If the Servicer fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

(4) If, in the sole discretion of Florida Housing, the Servicer has failed to perform or complete any of the services identified in the attachments;

(5) If the Servicer has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

(6) If the Servicer has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

(7) If the Servicer does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

(8) If the Servicer commits fraud in the performance of its obligations under this Contract; or

(9) If the Servicer refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law.

(c) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in Section 13 herein.

(d) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing may provide the Servicer a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Servicer of the length of the Cure Period in the Notice of Default.

(e) If Florida Housing provides a Cure Period and if the Servicer is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

(1) Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Servicer receives the Notice of Default or upon the conclusion of any applicable cure period, whichever is later;

(2) Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

(3) Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Servicer to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Servicer to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Servicer to reimburse Florida Housing for the amount of costs incurred; or

(4) Florida Housing may exercise any other rights or remedies that may be otherwise available under law.



11. TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the representative of the Servicer as identified in Section 13 receives written notice through first class certified mail, return receipt requested (Termination Notice).

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the Servicer as identified in Section 13 receives the Termination Notice, if the Servicer fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the Servicer as identified in Section 13 receives the Termination Notice, if the Servicer fails to comply with the terms and conditions set forth in s. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including but not limited to the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the representative of the Servicer as identified in Section 13 receives the Termination Notice or upon the conclusion of any applicable cure period, whichever is later.

(e) This Contract may be terminated by either of the parties upon ten (10) days written notice in accordance with the provisions of Section 12 of this Contract.

12. REMOVAL OR RESIGNATION BY THE SERVICER

The Servicer may at any time resign and be discharged of the duties and obligations hereby created by giving ten (10) days written notice to Florida Housing by first class mail and such resignation shall take effect upon the appointment of a successor Servicer. Notwithstanding any other provision of this Contract, no removal, resignation, or termination of the Servicer shall take effect until a successor shall be appointed. The Servicer shall be responsible for all costs arising from the removal for cause or resignation of the Servicer and the costs associated with the appointment of and transition to a successor Servicer.

13. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-6548  
[sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
**or the designated successor.**

(b) The Florida Housing program contract managers for this Contract are as follows:

**Demonstration Loan Program and PLP:** Robert Dearduff, Programs Administrator and Local Government Liaison;  
**Guarantee Program:** Kevin Pichard, Assistant Director of Guarantee Program;  
**HAP, CWHIP and HOME:** Nicole Gibson, Federal Loan Program Administrator  
**Housing Credit Program:** Candice Allbaugh, Housing Credits Administrator;  
**MMRB:** Len Stirrat, Multifamily Bond Administrator;  
**SAIL and EHCL:** Karla Brown, Multifamily Loans Manager;  
**or the designated successors.**

(c) The Florida Housing servicing managers for this Contract are as follows:

**Compliance:** Robin Grantham, Compliance Monitoring Administrator;  
**Credit Underwriting:** Jan Rayboun, Loan Closing Coordinator; and  
**Permanent Loan Servicing:** Susan Platt; Loan Servicing Administrator  
**or the designated successors.**

(d) The Servicer contract administrator for this Contract is:

Ben Johnson  
Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413  
Telephone: 850.233.3616  
Telefax: 813.233.1429 Fax  
Email: [ben@seltzermanagement.com](mailto:ben@seltzermanagement.com)  
**or the designated successor.**

(e) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(f) All notices shall be given to the parties' contract administrator.

14. CONFIDENTIALITY

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the Servicer will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the Servicer shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(c) If the Servicer is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Servicer shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

15. OTHER PROVISIONS

(a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.

(b) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Servicer shall affect or

extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Servicer. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(c) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(d) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

16. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Servicer further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

17. COPYRIGHT, PATENT AND TRADEMARK

(a) If the Servicer brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Servicer shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Servicer shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of the Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Servicer shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into, by the Servicer, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

18. LEGAL AUTHORIZATION

The Servicer certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Servicer also certifies that the undersigned possesses the authority to legally execute and bind the Servicer to the terms of this Contract.

19. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity;
- (d) be awarded or perform work as the contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- (e) transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

20. CONFLICTS OF INTEREST

- (a) Pursuant to Section 420.512(5), Fla. Stat.:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

- (a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.”

Section 420.503(31), Fla. Stat., states:

- (b) “**‘Prohibited business solicitation communication’** means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:
  - (a) A verbal communication made on the record during a public meeting;

- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

- (c) By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
- (d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the Servicer become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Servicer will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section 12 herein, within 10 working days. If Florida Housing, in its sole discretion, finds the Servicer to be in non-compliance with this provision, without prior written consent from Florida Housing’s Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Servicer or assign any future transaction to the Servicer shall, if Florida Housing so elects, terminate.

21. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. The Contract supersedes all previous oral or written communications, representations or agreements on this subject.

22. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 2011-02-01-003, each through a duly authorized representative, effective on the date the last party signs this Contract.

SELTZER MANAGEMENT GROUP, INC.

By:  \_\_\_\_\_

Name/Title: Benjamin S Johnson, President

Date: 12-13-11

FEIN: 59-3025547

FLORIDA HOUSING FINANCE CORPORATION

By:  \_\_\_\_\_

Name/Title: Stephen P. Auger, Executive Director

Date: 12/16/11



REQUEST FOR PROPOSALS 2011-02

CREDIT UNDERWRITING, CONSTRUCTION AND  
PERMANENT LOAN SERVICING, AND COMPLIANCE  
MONITORING SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

RFP Publication Date: May 13, 2011  
Responses Due: June 10, 2011 @ 2:00 pm ET

**SECTION ONE  
INTRODUCTION**

A. The mission of the Florida Housing Finance Corporation (Florida Housing) is to help our fellow Floridians live in safe, sanitary and affordable housing. Florida Housing has a need for qualified firms to perform credit underwriting, construction and permanent loan servicing, and compliance monitoring services for each Florida Housing program set forth in the applicable rule chapter of the Florida Administrative Code and other programs that Florida Housing may implement from time to time. Florida Housing is soliciting competitive, sealed responses from qualified Offerors to provide the services described in accordance with the terms and conditions set forth in this RFP, and any other term and condition in the final contract.

B. An Offeror shall include in his or her proposal all of the following services that are being requested in this RFP:

1. credit underwriting,
2. construction and permanent loan servicing, and
3. compliance monitoring.

C. Any proposal that excludes any component of services will be considered nonresponsive and will be automatically rejected from consideration by Florida Housing. Florida Housing intends to select more than one Offeror to provide the services specified in this RFP. Joint responses will be accepted. Any such Offerors, the various services that a selected Offeror is chosen to provide, and the method of combining the services of various Offerors to provide the complete set of services will be selected and determined through Florida Housing's subjective review of each Response.

D. Florida Housing may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information Florida Housing deems relevant in its selection of Offerors to whom to award a Contract.

## SECTION TWO DEFINITIONS

For purposes of this document, the following terms shall be defined as follows:

**“Board”**

The Board of Directors of Florida Housing Finance Corporation.

**“Borrower”**

An individual or institution receiving funds in the form of a loan and obligated to repay the loan, usually with interest. A Borrower is called a mortgagor when the loan is secured by real estate.

**“Business Continuity Plan”**

Entity’s plan providing for the continuation and recovery of critical business functions in the event of any unplanned business interruption.

**“Carryover” or “Carryover Allocation”**

The provision under Section 42 of the IRC and Rule 67-48.028, F.A.C., which allows a Development to receive a Housing Credit Allocation in a given calendar year and be placed in service by the close of the second calendar year following the calendar year in which the allocation is made.

**“CWHIP”**

Community Workforce Housing Innovation Pilot Program as defined in Section 27, Laws of Florida 2006-69, which Florida Housing administers pursuant to Section 420.5095, Fla. Stat. and Fla. Admin. Code R. Chapter 67-58.

**“Committee”**

The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.

**“Construction Loan”**

The financing that is made to a Developer for construction of a Development.

**“Contract”**

The document containing the terms and conditions of this Request for Proposals and any other term and condition to which the parties agree.

**“Days”**

Calendar days, unless otherwise specified.

**“Demonstration Loan”**

A loan issued through a solicitation process to provide affordable housing, after Florida Housing has identified the need within a targeted population, as approved by the Board.

**“Developer”**

A person or entity that has been awarded a loan or tax credits from Florida Housing to develop a property, which also includes an assignee, purchaser, or transferee of the Developer’s interest in the property.

**“Desk Audit”**

An off-site review of files and other documents that have been sent to the Servicer.

**“Development”**

A property that will undergo new construction, rehabilitation construction or both, by a Developer.

**“Draw Request”**

The request a Developer submits for disbursement of funds.

**“Effective Date”**

The date the last party signs the Contract(s) that is (are) awarded as a result of this RFP.

**“EHCL”**

The Elderly Housing Community Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087(3)(d), Fla. Stat. and Fla. Admin Code R. 67-32.

**“Energy Star”**

A joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy, which certifies products and buildings that meet requirements for energy efficiency.

**“Energy Star Qualified Homes Florida Building Option Package”**

Revised on 1/05/2010, the Energy Star Qualified Homes Florida Building Option Package is a set of requirements specific to Florida created by Energy Star, a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy. Inspections and testing must be done by a certified Home Energy Rater.

**“EUA”**

Extended Use Agreement.

**“Florida Green Building Coalition (FGBC)”**

A green building certification program through which buildings are evaluated by third party verifiers to achieve a rating of bronze, silver, gold, or platinum. Residential buildings can be certified by either the FGBC Green Home Standard or the Hi-Rise Residential Standard.

**“Florida Housing”**

Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.

**“Governmental Obligations”**

Any part of an obligation evidenced by any bond, note, debenture, or other evidence of

indebtedness issued by any governmental unit specified in section 3(a)(2) of the Securities Act of 1933.

**“Guarantor”**

An individual, institution or other entity that guarantees to repay a debt if the Borrower defaults.

**“HAP”**

The Florida Homeownership Assistance Program that Florida Housing administers pursuant to Sections 420.507 and 420.5088, Fla. Stat. and Fla. Admin code R. 67-50.

**“HOME”**

The HOME Investment Partnerships Program which includes the Homeownership Loan Program and the Multifamily Rental Program, pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92 that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. 67-48 and 67-50.

**“Home Buyer Second Mortgage Loan”**

A HOME or HAP Permanent Loan to the home buyer to assist with down payment and closing costs that are provided in the form of a second mortgage.

**“Home Energy Rater”**

A state-certified energy rater who can perform the inspections and testing necessary for the Energy Star Qualified Homes Florida Building Option Package. Home Energy Raters can also perform tests and inspections for energy-related categories of LEED, FGBC, and NAHB green building certification programs.

**“HOP”**

The Homeownership Pool Program administered by Florida Housing and defined in Fla. Admin. Code R. 67-57.005(24).

**“HOP Loan”**

A zero percent (0%) interest rate, non-amortizing second mortgage loan as defined in Fla. Admin. Code R. 67-57.005(25).

**“Housing Credit Program”**

The Housing Credit program that Florida Housing administers pursuant to Sections 420.507 and 420.5099, Fla. Stat. and Fla. Admin. Code R. 67-48.

**“HUD”**

The United States Department of Housing and Urban Development.

**“Interested Party”**

A person or entity that obtains a copy of the RFP from Florida Housing.

**“Leadership in Energy and Environmental Design (LEED)”**

A green building certification program through which buildings are evaluated by third party verifiers to achieve a rating of certified, silver, gold, or platinum. LEED is a program of the U.S. Green Building Council.

**“Lender”**

The entity other than Florida Housing that provides a mortgage loan.

**“LURA”**

Land Use Restriction Agreement.

**“Management Company”**

A firm selected by the Developer and approved by Florida Housing to oversee the operation and management of the Development and who accepts compliance responsibility.

**“Management Review and Physical Inspection Summary”**

A Florida Housing form, included as Exhibit G.

**“Member”**

An entity which has been approved by Florida Housing to participate in the HOP Program as defined in Fla. Admin. Code R. 67-57.005(3 I).

**“MMRB”**

The Multifamily Mortgage Revenue Bond program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat. and Fla. Admin. Code R. 67-21.

**“National Association of Home Builders (NAHB) National Green Building Standard”**

A green building certification for residential buildings. Buildings are evaluated by third party verifiers to achieve a rating of bronze, silver, gold, or emerald.

**“Offeror”**

Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP and who submits a response to this RFP.

**“Permanent Loan”**

The loan made to an eligible borrower that is not a Construction Loan.

**“PJ”**

Participating Jurisdiction.

**“PLP”**

The Predevelopment Loan Program that Florida Housing administers pursuant to Sections 420.507 and 420.526, Fla. Stat. and Fla. Admin. Code. 67-38.

**“Program Report”**

Florida Housing form PR-1, located as Exhibit E.

**“QLI”**

Qualified Lending Institution, meaning any bank, trust company, national bank, savings bank, state or federal credit union, insurance company, private or public pension fund, philanthropic institution, Florida local housing finance authority, the Florida Housing Finance Corporation in its capacity as a lender, or any other entity approved by Florida Housing.

**“REAC”**

Real Estate Assessment Center.

**“Red Flag Plan”**

Entity’s plan regarding identity theft prevention program, including how the entity will (1) identify, (2) detect and (3) respond to any pattern, practice, or specific account or record activity or any other warning sign (“red flag”) that indicates possible identity theft. Should indicate entity’s compliance with the federal Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003.

**“RFP”**

This Request for Proposals, including all exhibits referenced in this document and all other documents incorporated by reference.

**“Response”**

The written submission by an Offeror(s) to this RFP.

**“SAIL”**

The State Apartment Incentive Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087, Fla. Stat. and Fla. Admin Code R. 67-48.

**“Servicer”**

The Offeror(s) that is (are) selected by the Board to perform all of the services requested in this RFP.

**“Staff”**

Any employee of Florida Housing, including the Executive Director.

**“Supplemental Loan”**

Supplemental Loan Program administered by Florida Housing in conformance with Fla. Admin. Code R. 67-48-0075(7).

**“Tenant Income Certification”**

Florida Housing form TIC-1, located as Exhibit F.

**“Trustee”**

Any bank, trust company, national banking association, co-Trustee and their successors and assignees appointed under any Trust Indenture or Supplemental Trust Indenture and having the duties, responsibilities and rights identified in said Trust Indenture or Supplemental Trust Indenture.

**“Website”**

The Florida Housing website, the home address of which is [www.floridahousing.org](http://www.floridahousing.org).

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. An Offeror shall submit an original and eight (8) copies of the Response in a sealed envelope marked “RFP 2011-02.” Each envelope or package containing Responses shall clearly state the name of the Offeror. An electronic copy of the response must be provided on a compact disc at the same time as the hard copies. The Response that is the original shall clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing shall receive any Responses on or before 2:00 p.m., Eastern Time, on Friday, June 10, 2011. Responses shall be opened at that time. Responses shall be addressed to:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197; Fax (850) 414-6548  
Email: [sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)

B. This RFP does not commit Florida Housing to award a Contract to any Offeror or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the Contract awarded are to be performed solely by the contractor and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Offerors from any source;
4. Select a pool of eligible Offerors to provide the services specified in this RFP, and select such Offerors to provide such services as Florida Housing shall deem appropriate;
5. Schedule an oral interview before the Committee and/or the Board from any



or all Offerors;

6. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's interest shall be best served; and
7. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

E. Any Interested Party shall submit any question regarding this RFP in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Monday, April 25, 2011. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Wednesday, May 4, 2011. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForProposals/>

Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall also send a copy of those questions and answers to any individual or entity that submitted questions to the RFP. Florida Housing shall determine the method of sending its answers, which may include regular U. S. mail, overnight delivery, fax, email or any combination of the above. Only written responses or statements from Florida Housing by Sherry Green or her designee that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the contents of this RFP or other specifications, including addenda, shall file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. 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.

G. The term of the Contract shall be for four years subject to a satisfactory annual performance review at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed twice, each for a one year period. Such renewal shall be at the sole option and discretion of Florida Housing.

H. Florida Housing requires that the Offeror have an office located in the State of Florida. If the Offeror does not anticipate being able to comply with this requirement, a written explanation should be submitted with its Response to this RFP and describe Offeror's capability to perform the services described by this RFP within the State of Florida.

#### **SECTION FOUR SCOPE OF SERVICES**

## A. Credit Underwriting

- I. The Servicer shall provide Florida Housing with a credit underwriting analysis of the Development or proposed Developments, as requested by Florida Housing. The credit underwriting analysis of the Development shall include a recommendation as to whether the requested loan amount and/or housing credit allocation is adequate and the amount necessary for the financial feasibility and viability of each Development. The Servicer shall meet with Florida Housing and/or the applicant of each Development as requested by Florida Housing. Florida Housing may also request a credit underwriting analysis in regards to changes of ownership, re-financings, refunding, or other financing or restructuring requests that Florida Housing may receive.
  
- II. Credit underwriting for any Florida Housing program must comply with Chapter 420, Part V, Fla. Stat., and the following Rules, as may be amended from time to time, for each Florida Housing program set forth in the Florida Administrative Code:
  - a. Elderly Housing Community Loan Program – Chapter 67-32
  - b. Florida Homeownership Assistance Program – Chapter 67-50
    1. Home Investment Partnerships Program (HOME)
    2. Homeownership Assistance Program (HAP)
  - c. HOME Multifamily Rental Program – Chapter 67-48
  - d. Housing Credit Program – Chapter 67-48
  - e. Multifamily Mortgage Revenue Bonds Program – Chapter 67-21
  - f. Predevelopment Loan Program – Chapter 67-38
  - g. State Apartment Incentive Loan Program – Chapter 67-48
  - h. Demonstration Loans
  - i. Rental Recovery Loan Program – Chapters 67ER06-25 through 67ER06-41
  - j. Community Workforce Housing Innovation Pilot Program – Chapter 67-58
  - k. Farmworker Housing Recovery Program – Chapters 67ER06-49 through 67ER06-57 and 67ER07-01 through 67ER07-010
  - l. Special Housing and Assistance Development Program – Chapters 67ER06-49 through 67ER06-57 and 67ER07-01 through 67ER07-010
  - m. Supplemental Loan Program – Chapter 67-48.0075(7)
  
- III. The process to be used by the Servicer to underwrite all Developments financed by Florida Housing, or other QLIs needing credit underwriting analysis, shall address, at a minimum, the factors outlined in a. through v. below (as applicable according to the program):
  - a. With respect to the Development team, the Servicer shall:
    1. Review, verify and document executed certification forms and experience of Developers, general contractors, management companies, and assisted living

facility service providers confirming that the minimum requirements of the Application have been met.

2. Review Developments constructed and/or currently owned by Developer to determine that Developments are in good financial standing and, where applicable, in compliance with applicable statutes, rules, and regulations. If it is identified by the Servicer that the Developer's principals have other loans with Florida Housing, or other lenders, that are out of compliance, in default or non-performing as determined by Florida Housing, the loan recommendation shall include a summary of the problems.
3. Verify and document that the Certificate of Good Standing for the applicant entity through the Florida Department of State is current during credit underwriting.
4. Evaluate Developer's, Guarantor's, and general contractor's ability to complete a Development, based on their financial capability and stability as well as contingent liabilities for the Developer and Guarantors.
5. Evaluate financial capacity and stability of any syndicators and credit enhancers or bond purchasers. This shall include the review of the commitments from credit enhancers or bond purchasers, and housing tax credit syndicators.
6. Perform a credit analysis, if applicable in the program rules, for principals, Guarantors, general contractor, applicant and general partner (i.e., credit reports, bank references, trade references, written financial statements analysis, tax returns, bank deposit verification, etc.).
7. Review, verify and document executed certification forms and experience of general contractors and service providers for assisted living facilities.
8. Review the cost estimates and certifications from the Developer's architect, engineer, or other professionals.
9. Verify and document that the architect/engineer has a valid Florida license and carries Errors and Omissions insurance in an amount equal to the greater of \$1,000,000 or 10% of the construction contract amount.
10. Review the management agreement between the Management Company and the Developer, determine that the Development will be managed as an affordable housing Development and obtain a completely executed agreement prior to or at loan closing.
11. Verify and document the adequacy of the general contractor and owner's insurance policies as to dollar amount and types of coverage, and ensure that

Florida Housing is named as loss payee, mortgagee, and additional insured, as applicable.

- b. With respect to the location of the Development, the Servicer shall:
  1. Perform a physical site inspection and neighborhood analysis, to include, but not be limited to:
    - i. Proximity to employment, job centers, transportation, shopping, schools, day care centers, hospitals, health clinics, parks, senior centers and any other applicable service establishment; and
    - ii. Type of neighborhood including its appearance, growth or decline, and possible intrusion of commercial and industrial uses.
  2. Perform a site analysis to include the Development's:
    - i. Accessibility-ingress, egress, utilities, infrastructure and availability.
    - ii. Topography.
    - iii. Zoning and land use requirements compared to the Development and verify conforming use and concurrency.
    - iv. Environmental aspects – Review of Phase I Environmental Report and, if necessary, a Phase II Environmental Report, Asbestos Survey and Lead-Based Paint Report.
    - v. Local Government approval of preliminary plans and specifications.
  3. Obtain and review, including a comparison to the application, a plan and cost review (preconstruction analysis) and, where applicable, a capital needs assessment, for the Development.
- c. With respect to the appraised value of the Development, the Servicer shall:
  1. Review the appraiser's qualifications and technical sufficiency including the verification of current State of Florida certification and Florida license number. Florida Housing reserves the right to reject an appraiser.
  2. Review the appraiser's valuation approach and provide an opinion as to the validity of the technique and value conclusion.
  3. Review appraisal to determine whether the value of the land and the improvements to be acquired supports the acquisition cost.

4. Review appraisal to determine whether the value of completed or rehabilitated homes supports the proposed sales price of the homes.
  5. Confirm that the appraisal is certified and prepared for the Servicer as an agent for Florida Housing.
  6. For Developments built per Rule 67-50 and CWHIP Homeownership Units, review an appraisal for each model home proposed to be built and perform an affordability analysis for each.
- d. With respect to the market study of the Development, the Servicer shall:
1. Review the qualifications of professional economic and market consultants who provide the market study. Florida Housing reserves the right to reject a market study.
  2. Review and verify the market study report to make a recommendation as to whether the market exists to support both the demographic and income restriction set-asides and any fixed rents committed to in the application. (The market study may be a separate report from the appraisal.)
  3. Review the site for proximity to other market rate and affordable housing Developments and review the absorption rates, occupancy, and vacancy levels in the market, and the potential impact on existing Florida Housing Developments and the proposed Development.
  4. In addition to the requirements of this section, for the Housing Credits Program, order the market study and collect money from the Developer to pay for the market study.
  5. Confirm that the market study is certified and prepared for the Servicer as an agent for Florida Housing.
- e. With respect to the Development's economic feasibility, the Servicer shall:
1. Review the sources and uses of funds and operating pro-forma statements to make sure that the Developer has the resources to fund the cost of the Development and to cover the debt service requirements.
  2. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, ensure that buyers in the chosen set aside income ranges can afford the homes.
  3. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, review or recommend any pre-sale requirements that must be met prior to funding the Development.

4. For Developments built per Rule 67-50, evaluate the proposed sales price of homes to ensure that they do not exceed the limits established in Fla. Admin. Code R. 67-50 and 24 CFR Part 92. For CWHIP Homeownership Developments, evaluate the proposed sales price of the homes to ensure that they do not exceed the limits established in Fla. Admin. Code R. 67-48.
5. Obtain a copy of each Development's plans and specifications prior to submitting the credit underwriting report to Florida Housing for approval. Compare these for consistency to the capital needs assessment, where applicable, basic structure components, green and energy features, universal design and visitability features, amenities and other commitments included in the Development's application, and include the results of this comparison in the credit underwriting report. The Servicer shall also review final plans and specifications prior to the loan closing and shall notify Florida Housing of the results of this comparison. If construction has commenced, for HOME funded Developments, the Servicer must verify that the completed work meets Federal Labor Standards. For Demonstration Loans, the Servicer shall ensure that the Developer adheres to the requirements of the particular Demonstration Loan RFP under which funds were awarded, and other modifications outlined in the Development Plan submitted by the technical assistance provider.
  - i. New Construction
    - a) Developments that selected green building certification in the Application must contract with a third-party verifier from a green certification program specified in the UAC to carry out the certification. During Credit Underwriting, the Servicer shall verify that the Developer has contracted with a third party verifier from the following list which may be amended from time to time: Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition (FGBC) or National Association of Homebuilders National Green Building Standard (NAHB).
    - b) For Developments in the new construction category that are a mix of new construction and rehabilitation, the Servicer shall verify that the third party verifier has deemed that it is feasible for the entire Development to achieve certification. If the third party verifier determines that it is not feasible, the Developer will be subject to a reduction in the Developer fee, as outlined in the Universal Application instructions, and must select the approved number of green building features from the list in the Universal Application for those units in the Development which cannot be certified. If this situation occurs, the Servicer shall verify that the Developer has selected the approved number of green building features from the list in the Universal Application.

- c) For Developments that did not select green building certification, the Servicer shall verify that the approved number of green building features have been selected from the list in the Universal Application.
  - d) Developments that are required to comply with the Energy Star program referenced in the Universal Application must contract with a certified Home Energy Rater to carry out certification. During Credit Underwriting, the Servicer shall verify that the Developer has contracted with a certified Home Energy Rater. For Developments not required to comply with Energy Star requirements, the Servicer shall verify that the Developer is prepared to provide the required energy features as described in the Universal Application.
  - e) All proposed Developments that involve any new construction units must include the required universal design and visitability features and amenities listed in the FHFC Universal Design and Visibility Manual. For new construction Developments that selected to provide optional universal design and visitability features from the Universal Application, the Servicer must verify that the approved list of features are provided in at least 15 percent of the new construction units in the Development, as listed in the FHFC Universal Design and Visitability Manual. The inclusion of the Optional Universal Design and Visitability features in at least 15 percent of the new construction and rehabilitation units is in addition to the federal requirement of Section 504 of the Rehabilitation Act of 1973 that five (5) percent of all units be fully handicapped accessible.
- ii. Rehabilitation and Preservation
- a) Developments are required to include features and amenities listed below from the Universal Application that are deemed to be structurally and financially feasible through the capital needs assessment. The servicer must verify that the capital needs assessment has addressed the feasibility of each of these features and that the Developer will include the features deemed feasible.
    - 1) The universal design and visitability unit features listed in the FHFC Universal Design and Visitability Manual.
    - 2) The energy features listed in the FHFC Universal Application.

- b) The Servicer shall verify that green building features have been selected from the list in the Universal Application.
- f. The Servicer must perform an analysis of the Management Company, including a review of existing Developments currently being managed and determine whether the Management company is acceptable to manage the Development. Any identified noncompliance issues of the Management Company must be included in the analysis and disclosed in the credit underwriting report.
- g. The Servicer must complete a subsidy layering review if required by HUD, within the requirements set forth by HUD.
- h. The Servicer must obtain and review the following forms (which may be amended by Florida Housing from time to time), as required:
  - 1. Florida Housing Form 121 – Architect’s Fair Housing, Section 504 and ADA Design Certification.
  - 2. Florida Housing Form 122 – Architect’s Fair Housing, Section 504 and ADA As-Built Certification.
  - 3. Florida Housing Form 123 – Developer’s Fair Housing, Section 504 and ADA Design Certification.
  - 4. Florida Housing Form 124 – Developer’s Fair Housing, Section 504 and ADA As-Built Certification
  - 5. Florida Housing Form 125 – Construction Consultant’s Fair Housing, Section 504 and ADA Design Certification
  - 6. Florida Housing Form 126 – Construction Consultant’s Fair Housing, Section 504 and ADA As-Built Certification.
- i. For HOME programs, the Servicer shall ensure that Development materials and plans are in compliance with 24 CFR Part 92 and, when applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. Section 4601 et seq. and Federal implementing regulations at 49 CFR Part 24; and the requirements of section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended.
  - 1. With respect to relocation, the laws require that any tenant who is a legal resident of the project at the initiation of negotiations, as defined in 49 CFR 24.2, and must move either permanently or temporarily from his or her dwelling unit as a direct result of rehabilitation, demolition or acquisition of a HOME assisted project, are entitled to relocation assistance. In those instances, the Servicer shall, at a minimum, review:



- i. Written Notices to the tenants of the right to remain or the need to relocate.
  - ii. Evidence that the Developer provided advisory services to the tenants including notices, information booklets, explanation of assistance, referrals to social services, counseling and advice under the Fair Housing Act.
  - iii. The Development's pro-forma to ensure payment for the cost of temporary relocation, reimbursement of moving and related expenses; and the cost of replacement housing assistance for eligible tenants (42 months if tenant's income is 80 percent AMI and 60 months if tenant's income is less than 80 percent AMI) are reasonable and included.
- j. The Servicer must review source and use analysis to ensure that, for the HOME-assisted units, HOME funds are only used for eligible costs pursuant to 24 CFR Part 92.206.
- k. For the Housing Credit Program, the Servicer shall apply the applicable requirements of Section 42, Internal Revenue Code in its review and in its housing credit amount determination.
- l. For the Housing Credit Program, the Servicer must compute the number of housing credits a Development should receive by using the qualified basis calculation and the gap calculation. The Servicer must also compute the 50% test for Developments funded with tax-exempt bonds that are requesting 4% credits.
- m. For the Predevelopment Loan Program (PLP), the Servicer shall provide an analysis for any Development that is either: (1) using PLP funding for site acquisition or (2) requesting an extension of the loan term. In those situations where PLP funding is being requested for site acquisition, the credit underwriting report must provide Florida Housing with a recommendation as to whether the requested loan amount is adequate and of the amount necessary for site acquisition and related closing costs. In the instances where a PLP applicant is requesting an extension of the loan term, the Servicer shall provide Florida Housing with a recommendation as to the loan term extension.
- n. On a bi-monthly basis, the Servicer must submit written reports providing an update on the status of each Development the Servicer is in the process of underwriting. At a minimum, the report shall include: Development name and application number(s), name of credit underwriter, fee status, receipt dates of appraisal and market study reports, site visit date, units occupied, date of latest draft, date of final or revised final report and a comment section.
- o. After receipt of all requested material from the Developer, the Servicer shall

complete credit underwriting in accordance with the statutes and rules pertaining to the particular program (i.e., HOME, HAP, PLP, SAIL, MMRB) and make a written draft report to Florida Housing and the Developer. Florida Housing and the Developer shall make comments and submit to the Servicer for possible incorporation into a final credit underwriting report.

- p. The Servicer shall provide electronically the credit underwriting report data in an Excel template prescribed in Exhibits A-1, A-2 and A-3, which may be amended from time to time.
- q. The Servicer must be present when the final credit underwriting report is presented to the Board.
- r. The Servicer shall review proposed property insurance coverage, with special attention to exclusions of coverage, including mold, sinkholes and windstorms, and shall immediately notify Florida Housing in writing, on or before closing, as to the effect such exclusions have on the overall transaction.
- s. The Servicer must attend the loan closing for MMRB issuances only.
- t. The Servicer shall review commitment letters and other appropriate legal documentation to ensure that the loan terms outlined in the credit underwriting report are incorporated into the loan documents.
- u. The Servicer must also provide Florida Housing with a letter at closing that indicates that all loan closing conditions listed in the credit underwriting report have been met. The Servicer must also provide Florida Housing with a dated and signed copy of appropriated sources and uses and a construction draw schedule.
- v. For Developments built per Rule 67-50, the Servicer shall perform an analytical review of the proposed Development for applicants requesting purchase assistance loans to determine the feasibility and viability of the Development. Information and documentation required for this analysis may or may not entail compilation of all of the information included in Section Four, paragraph A, III of this RFP. This review shall be done in accordance with Fla. Admin. Code R. 67-50.

**B. Construction Loan Servicing**

- I. The Servicer shall provide the following services for all recipients of Construction Loans as applicable pursuant to the loan documents:
  - a. Establish servicing files for each Development that shall contain copies of all documents and reports pertaining to the Development.

- b. Review each Draw Request from the Developer. The Servicer shall determine that the following conditions, as applicable, have been met prior to each Draw Request being paid:
1. The work completed by the Developer justifies the amount of the draw based on a physical inspection (of the work completed) by the Servicer.
  2. The good and insurable title to the property is vested in the Developer, free and clear of all encumbrances, except as provided in the original title insurance commitment or policy insuring the Development and delivered at the loan closing, based upon a title endorsement provided by the Developer.
  3. The Developer, or its designee, has furnished the Servicer with an affidavit stating whether the Developer has been served with any written notice that a lien may be claimed for any amounts by any person or entity furnishing materials or performing labor of any kind in the construction process of the Development through the date of the previous disbursement. The affidavit shall include copies of the notices of any liens. In the event a lien has been filed against the property, the Servicer shall require that such lien be satisfied, escrowed, or bonded before approving a Draw Request.
  4. The Developer has procured proper construction lien waivers including, but not limited to, a contractor's affidavit or bonds from the general contractor and all sub-contractors, which have provided statutory "Notice to Owner" to the Servicer through the date of the previous disbursement.
  5. The Developer has furnished the Servicer satisfactory evidence that the undisbursed proceeds of the Construction Loan shall be sufficient to pay the cost of completing the construction of the Development as required by the Construction Loan documents and notify Florida Housing within 15 Days.
  6. The construction of the Development is not in violation of the LURA and/or EUA, or any covenants, restrictions, codes, or zoning ordinances affecting the Development.
  7. The Developer has provided the Servicer with a title endorsement indicating that there has been no change in the state of title to the Development since the issuance of the policy.
  8. An authorized officer of the Developer shall execute each Draw Request. The names and signatures of the officers of the Developer who are authorized to execute Draw Requests shall be provided to Florida Housing and the Servicer prior to the commencement of draw requests and

immediately following any change(s) in officers.

9. A draw approval from the Developer's engineer or architect, which indicates that work has been accomplished in accordance with the plans and specifications so as to entitle the Developer to the Draw shall accompany each Draw Request.
10. The general contractor's commercial general liability (CGL) policy (and the Developer's CGL if separate) and the engineer or architect's professional liability insurance, or comparable insurance coverage, is in force. The general contractor's CGL policy should contain additional insured language covering both the Developer and Florida Housing.
11. Any change orders are within the scope of the plans and specifications and in compliance with Florida Housing's rules and that the Developer has furnished the Servicer satisfactory evidence that the undisbursed proceeds of the Construction Loan shall be sufficient to pay the cost of completing the construction of the Development as required by the Construction Loan documents.
12. All Federal Labor Standards and Section 3 requirements have been met, for the applicable programs.
13. Florida Housing has been advised that all requirements for the Draw Request have been satisfied and, if any requirements are remaining and unfulfilled by the Developer.
14. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, the Developer has met any pre-sale requirements recommended in the Credit Underwriting Report.
15. The Developer has fully complied with all other provisions of the Construction Loan documents.
16. Included in the Draw Request authorization from the Servicer to Florida Housing, the Servicer shall include at least the following information:
  - i. The total amount of funds approved to be drawn by the Development;
  - ii. The funding source(s) and amount(s) funding the total Draw Request;
  - iii. The total gross amount of each funding source committed to the Development (in dollars), amount funded for each source after the given draw is disbursed (in dollars and percent of gross

commitment), and the remaining available funding for each source (in dollars);

- iv. The construction completion status stated as a percent of completion.
- c. Within five (5) Days after a physical inspection of the construction at the Development, or if physical inspections are sub-contracted by the Servicer within five (5) Days after receipt of an inspection report, notify Florida Housing and the Developer of approval, disapproval, or modification of the Draw Request. The inspection report must include statements that the following items have been considered in the scope of the inspection as well as the status of their appropriate compliance requirements: (i) features and amenities per the closing documents and; (ii) Section 504 requirements, as applicable.
- d. Provide a monthly written statement to the Developer of the amount due and payment date on the Construction Loan. All interest calculations shall be computed based on actual number of days divided by actual number of days.
- e. Collect loan payments from the Developer and make the appropriate remittances to Florida Housing within 20 Days of collection or when the balance due Florida Housing exceeds \$250,000. For remittances not received by Florida Housing within 20 Days of the date received by the Servicer, the Servicer may be subject to a 5% late charge of the remittance amount.
- f. Maintain all accounts for the collection of loan payments and escrow accounts in Federal Deposit Insurance Corporation (FDIC) insured custodial or trust accounts for Florida Housing, and where applicable, the mortgagors. If at any time, the amounts in the accounts exceed the maximum limits of the insurance provided by FDIC, the Servicer shall cause the depository institution to secure such excess by pledging as collateral Governmental Obligations at least equal to such excess or transmit an amount due to Florida Housing to reduce the account under the maximum limits of the insurance.
- g. Service delinquent accounts of Developers including, but not limited to, sending notices as required by the loan documents and implementing all appropriate collection procedures. The Servicer may retain late fees collected, after Florida Housing's interest, principal and other applicable fees, if any, have been paid. However, late fees retained by the Servicer shall not include late filing fees assessed to and collected from Borrowers for failure to submit audited financial statements by the required deadline. These late fees shall be remitted to Florida Housing.
- h. Analyze each capitalized interest account semi-annually to ensure adequate funding is available to complete construction. If the review determines the funds

in the account are inadequate to complete construction, Florida Housing shall be notified in writing within 15 Days of the determination.

- i. Establish escrow accounts for real estate taxes, insurance premiums, replacement reserves, sinking funds or any other accounts specified in the closing documents, if not held by the Trustee or first mortgagee. Review all escrow accounts on an annual basis for adjustments, if necessary. Accounts should be set up as follows:
  - Individual accounts for tax and insurance escrow;
  - Individual accounts for replacement reserve escrow;
  - Individual accounts for sinking fund escrow;
  - Interest bearing account titled in the Development's name, with Development tax identification number, in care of the Servicer;
  - Two signatories for all withdrawals/payments;
  - Monthly reconciliation performed by someone other than the individual who prepares deposits or withdrawals; and
  - Determination of adequacy after each disbursement.

If escrow accounts for real estate taxes, insurance premiums, replacement reserves and sinking funds are held by the Trustee or first mortgagee, where applicable, the accounts shall be verified monthly with the holder of the account to ensure that scheduled payments have been received.

With specific regard to replacement reserves, the reconciliation shall also disclose current per unit funding (required and actual) and a schedule of expenditures funded during the period.

- j. Upon request by Florida Housing, perform an analysis of disbursements from any escrow account.
- k. Verify the adequacy of all insurance policies as to dollar amount and types of coverage, and ensure that Florida Housing is named as loss payee, mortgagee, and additional insured, as applicable. Track the renewal or anniversary premium payment dates of all insurance policies. Notify Florida Housing, in writing, of any coverage lapses, policy terminations or expirations.
  1. In the event of a loss, the Servicer shall review and disburse the insurance proceeds in accordance with Section Four, Paragraph B of this RFP. Compensation for managing insurance proceeds in the event of a loss shall be at the hourly rates for extraordinary services outlined in the Contract.
- l. Verify in writing the Development is built to the standards set forth in the Developer's application to Florida Housing. Include statements that the following items have been considered in the scope of the inspection as well as the status of their appropriate compliance requirements: (i) features and amenities per the closing documents and; (ii) Section 504 requirements, as applicable.

- m. In addition to the physical inspections needed for processing Draw Requests, the Servicer shall conduct physical inspections of Developments at Florida Housing's request, and notify Florida Housing of any deficiencies found and recommend corrections.
- n. In the event that Florida Housing forecloses on a Development, the Servicer shall provide documents and other information in its files regarding the Development and testify on Florida Housing's behalf. If the Servicer is requested to provide additional services related to the foreclosure, the payment for such services shall be negotiated and agreed to prior to proceeding, but shall not be in excess of the hourly rates for extraordinary services outlined in the Contract.
- o. For the Housing Credit Program, a physical inspection of the Development shall be done to compare basic structure components, universal design and visitability features, green building features, energy features, and amenities to final plans and specifications and the application. When under construction (property not complete) a minimum of four (4) inspections with one (1) inspection occurring prior to 15% completion and one (1) inspection upon completion shall be conducted by the Servicer. For Developments generally complete and fully occupied, one (1) inspection with any necessary follow-up inspections, as directed by Florida Housing, shall be conducted by the Servicer. The Servicer shall verify the features and amenities as specified in the application as amended. The Servicer shall provide a written report of the findings of the inspections to Florida Housing within 15 Days of inspection.
- p. New construction Developments that are required to comply with the Energy Star program referenced in the Universal Application must have a completed thermal bypass inspection for each unit prior to drywall being put up as well as any other applicable inspection required by the referenced Energy Star program. The Servicer shall confirm that the appropriate inspection(s) has been completed by a certified Home Energy Rater. Upon completion of construction, the Servicer shall confirm that the Home Energy Rater has inspected each unit and each unit has met the requirements of the Energy Star program referenced in the Universal Application and that each unit has achieved the applicable Home Energy Rating System (HERS) Index or lower.
- q. New construction Developments that selected green building certification in the Universal Application must be inspected by a third party verifier from the following list which may be amended from time to time: Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition (FGBC), or National Association of Homebuilders National Green Building Standard (NAHB). The Servicer shall confirm that the third party verifier has inspected the Development and that it meets the requirements of the applicable green building certification program.

- r. Report the status of construction (buildings and units completed), each month to Florida Housing including the status of liens outstanding against the Development and the status of construction draws including amount of any draw, total amount disbursed, and balance of loan remaining. If a project is lagging behind the construction schedule projected in the credit underwriting report, the Servicer shall include that information in the monthly report. The form of the report shall be provided by Florida Housing.
- s. Track each property's status of completion and letters of credit, if any. The Servicer shall be responsible for recommending, in writing, to Florida Housing and the Trustee, if applicable, any draws prior to the expiration of the letter of credit and the release of the collateralization and the guarantee (according to the terms specified in the closing documents, if applicable), if all conditions outlined for release have been satisfied, or for recommending the continuation of the collateralization, if the satisfaction of the terms of the guarantee and/or bond documents, as applicable, have not been met, as determined by the Servicer.
- t. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, provide reports to Florida Housing for Construction Loans being serviced.

A monthly report shall include, at a minimum, the following information:

- 1. Development name;
- 2. Development number that was assigned by Florida Housing;
- 3. Developer name;
- 4. Construction Loan amount;
- 5. Set-aside requirements;
- 6. Total Construction Loan funds disbursed;
- 7. Total Permanent Loan funds reserved for home buyers;
- 8. Total Permanent Loan funds received by home buyers;
- 9. Number of homes sold;
- 10. Number of households receiving Permanent Loans;
- 11. Number of confirmed pre-sales;



12. Details including: (i) all buyers purchasing homes in the Development; and (ii) separately those buyers purchasing homes in the Development receiving Permanent Loans, which summary of information shall include:
  - i. Average sales price;
  - ii. Average income;
  - iii. Average family size;
  - iv. Average age of Borrowers and average age of co-Borrowers;
  - v. Average age of Borrowers and co-Borrowers who are elderly as defined in Section 420.503(15), Fla. Stat., as amended;
  - vi. Total number of Borrowers and co-Borrowers that are farm workers, as defined in Section 420.503(18), Fla. Stat.; and
  - vii. Total number of Borrowers, by race (white; black or African American; Hispanic or Latino; American Indian and Alaskan Native; Asian; and Native Hawaiian and Other Pacific Islanders); and total number of co-Borrowers, by race.
  
13. Additionally, for each home built per Rule 67-50 purchased with a Permanent Loan:
  - i. Borrower's name;
  - ii. Number of persons in household;
  - iii. Gross annual household income;
  - iv. Legal description of property;
  - v. Sales price;
  - vi. Amount of Permanent Loan funds reserved, if applicable;
  - vii. Amount of Permanent Loan funds received, if applicable;
  - viii. Set-aside category;
  - ix. First mortgage interest rate;
  - x. Borrower's AMI % level;

- xi. Type of interest rate;
  - xii. Type of loan; and
  - xiii. Whether the Development meets its set-aside requirements.
- II. The Servicer shall ensure that the requirements of the Davis-Bacon Act, 40 United States Code 276a-276a-5, as required by HUD, the Contract Work Hours and Safety Standards Act, 40 United States Code 327-333, Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 and 24 CFR Part 135, and the Copeland Act, 40 United States Code 276c, are being met during the construction of any Development receiving a HOME Loan or any other federally funded program where compliance of these requirements is required. The Servicer shall submit documentation sufficient for Florida Housing to certify to HUD that these requirements are being met.
- a. To aid in this process, Florida Housing shall perform the following functions for Federal Labor Standards requirements:
    - 1. Provide compliance procedure guidelines regarding Federal Labor Standards monitoring.
    - 2. Have certification signed regarding debarment, suspension, ineligibility and voluntary exclusion.
  - b. The Servicer, or its designee, shall be required to perform functions including, but not limited to, the following:
    - 1. Verify the general contractor's eligibility for contract award.
    - 2. Forward information regarding Federal Labor Standards to the identified general contractor and all subcontractors.
    - 3. Conduct a pre-construction conference to review the Federal Labor Standards. At a minimum, the Developer and the general contractor shall attend.
    - 4. Prepare and issue pre-construction conference minutes to Florida Housing and all attendees.
    - 5. Re-verify wage rates of anticipated worker classifications using Davis-Bacon Act forms.
    - 6. Verify authenticity of any apprenticeship programs and proper registration of identified apprentices.
    - 7. Verify authenticity of any training programs and proper registration of identified trainees.

8. Conduct interviews of employees of the Developer, general contractor or sub-contractors using form HUD-11. This shall include monthly site interviews, and monthly mail interviews (postage paid return envelope provided).
  9. Review the certified weekly payrolls from the Developer, general contractor and all sub-contractors to ensure that:
    - i. The payroll report is complete.
    - ii. An employee record form has been submitted to the Servicer for each worker on the payroll.
    - iii. Classifications and wage rates are equal to or exceed the rates required by HUD.
    - iv. Overtime hours and wages are properly calculated.
    - v. Fringe benefits have been paid in cash to an approved third party plan, fund, or program.
    - vi. The ratio of apprentices to journeymen does not exceed the ratio stipulated under the approved program.
    - vii. The ratio of trainees to journeymen does not exceed the ratio stipulated under the approved program.
  10. Recommend withholding Draw Request disbursements to Developers if certified payrolls have not been forwarded when due or if outstanding discrepancies have not been resolved.
  11. Prepare and forward a Federal Labor Standards Report due no later than the 25th of each month to Florida Housing including the following:
    - i. Summaries of payroll reviews including all discrepancies and status of the resolution, including details of any restitution payments.
    - ii. Dates of all monthly site and mail interviews, and summary of issues resulting from the interviews.
    - iii. Any further information for Florida Housing to complete the HUD Semi-Annual Labor Standards Enforcement Report (HUD Form 4710).
- c. The Servicer, or its designee, shall be required to perform functions outlined and identified as Servicer Responsibilities in the Section 3 Plan for Florida Housing, as posted on the Florida Housing website.

### C. Permanent Loan Servicing

- I. The Servicer shall provide the following services for all recipients of Permanent Loans, as applicable, pursuant to the loan documents:
  - a. Establish separate loan servicing files for each Development, which shall contain copies of all closing documents pertaining to the Development.
  - b. Furnish billing statements to the Developer with amount of payments due to Florida Housing. All interest calculations shall be computed based on actual number of days divided by actual number of days.
  - c. Collect loan payments and allocate funds to the appropriate servicing accounts and make all appropriate remittances to Florida Housing or the trustee, if applicable, within 20 Days of collection or when the balance due Florida Housing exceeds \$250,000. For remittances not received by Florida Housing or its Trustee, if applicable, within 20 Days of the date received by the Servicer, the Servicer may be subject to a late charge of 5% of the remittance amount, at the sole discretion of Florida Housing.
  - d. Maintain all accounts held on behalf of the Developer or Florida Housing in FDIC insured custodial or trust accounts for Florida Housing and, where applicable, the mortgagors. If at any time the amounts in the accounts exceed the maximum limits of the insurance provided by FDIC, the Servicer shall cause the depository institution to secure such excess by pledging as collateral Governmental Obligations at least equal to such excess or transmit an amount due to Florida Housing to reduce the account under the maximum limits of the insurance.
  - e. Service delinquent accounts of Developers, including, but not limited to, sending notices as required by the loan documents and implementing all appropriate collection procedures. Collection procedures should include, for accounts over 30 days past due, a phone call with the Developer. The Servicer may retain late fees collected, after Florida Housing's interest, principal and other applicable fees, if any, have been paid. However, late fees retained by the Servicer shall not include late filing fees assessed to and collected from Borrowers for failure to submit audited financial statements by the required deadline. These late fees shall be remitted to Florida Housing.
  - f. Establish escrow accounts for real estate taxes, insurance premiums, replacement reserves, sinking funds or any other accounts specified in the closing documents, if not held by the Trustee or first mortgagee. Review all escrow accounts annually for adjustments. Accounts shall be set up as follows:
    - Individual accounts for tax and insurance escrow;
    - Individual accounts for replacement reserve escrow;

- Individual accounts for sinking fund escrow;
- Interest being account titled in the Development's name, with Development tax identification number, in case of the Servicer;
- Two signatories for all withdrawals/payments;
- Monthly reconciliation performed by someone other than the individual who prepares deposits or withdrawals; and
- Determination of adequacy after each disbursement.

If escrow accounts for real estate taxes, insurance premiums, replacement reserves and sinking funds are held by the Trustee or first mortgagee, where applicable, these accounts shall be verified monthly with the holder of the account to ensure that scheduled payments have been received.

On an annual basis, provide a reconciliation of the escrow accounts relating to replacement reserves, real estate taxes, and property insurance, to include, at a minimum, the beginning balance, debits, credits and ending balance. With specific regard to replacement reserves, the reconciliation shall also disclose current per unit funding (required and actual) and a concise schedule of expenditures funded during the period.

- g. Upon request by Florida Housing, perform an analysis of disbursements from any escrow account.
- h. The Servicer shall ensure that at all times during the existence of the loan all buildings and improvements making up the Development are insured as required by the loan documents for the benefit of Florida Housing against loss or damage by fire and from such other insurable risks and hazards all as more specifically set forth in the mortgage and other loan documents. In the event the Developer fails to maintain such insurance in full force and effect, and upon the written authorization of Florida Housing, such insurance shall be maintained by the Servicer, subject to payment by Florida Housing, which shall advance necessary loan funds to the Servicer, upon request from the Servicer. The Servicer shall retain and safely store, service and continually maintain all such policies and documents related thereto as required herein.
- i. Review any amendment to, or renewal of, property insurance policies, to include but not limited to general liability, flood (if applicable), and replacement cost hazard insurance, with special attention to exclusions of coverage, including mold, sinkholes, and windstorms. All exclusions, or in the case of an amendment to or renewal of an existing policy, any changes from the original policy, shall be immediately reported, in writing, to Florida Housing Loan Servicing staff to include an assessment of the effect that such change or inclusions have on the overall transaction.
- j. Track each property's operating deficits, if any, such as a guarantee and/or letter of credit, on a semi-annual basis. The Servicer shall be responsible for

recommending, in writing, to Florida Housing (and the Trustee, if applicable) the release of collateralization and/or guarantees (according to terms specified in the loan documents), or the need for a draw request prior to the expiration of a letter of credit. If all conditions outlined for release have been satisfied or, for recommending the continuation of the collateralization, if the satisfaction of the terms of the guarantee and/or bond documents, if applicable, has not been met, as determined by the Permanent Loan Servicer.

- k. Provide loan servicing reports in writing to Florida Housing pursuant to the schedule of report dates provided by Florida Housing at the beginning of each year and as amended from time to time which identify all delinquent accounts, and/or default issues. Florida Housing's approved format, which may be amended from time to time, for the loan servicing reports is provided as Exhibit B.
- l. Provide loan servicing reports in writing to Florida Housing pursuant to the schedule of report dates provided by Florida Housing at the beginning of each year, and as amended from time to time, which identify all delinquent insurance issues. New non-compliance issues will be reported with the past dues for three consecutive months and then moved to the annual report. All issues that deal with a total lapse in coverage should be reported monthly until coverage is secured. Florida Housing's approved format, which may be amended from time to time, for the loan servicing reports is provided as Exhibit C.
- m. Provide quarterly (March, June, September, December) Trial Balances to Florida Housing on the last day of the month following the end of the quarter (4/30, 7/31, 10/31 and 1/31) for each program area identifying the current loan balances and accrued and unpaid interest of all Developments in the Servicer's portfolio being serviced on behalf of Florida Housing. Florida Housing's approved format for the quarterly Trial Balances is provided as Exhibit D.
- n. Timely file Uniform Commercial Code (UCC-3) continuation statements with the Florida Secretary of State and where applicable, with the appropriate county office.
- o. For Borrowers purchasing homes constructed in conjunction with Rule 67-50, the Homeownership Pool Program (HOP), or CWHIP, perform a Borrower analysis to determine the eligibility of persons applying for subordinate mortgage loans by performing, at a minimum, the following:
  1. Review Mortgagor's affidavits and Lender's affidavits for the following:
    - i. Completion and execution of documents in accordance with procedures by the Home buyer and the Lender, as applicable;
    - ii. Verification that each home buyer's gross annual family income

- does not exceed program income limits;
- iii. Verification that the purchase price of the home does not exceed program limits;
  - iv. Verification that all conditions in the firm commitment to the Developer have been met and immediate notification to Florida Housing of noncompliance with the conditions of the commitment.
- 2. Prior to the home buyer closing and receiving the subordinate mortgage, the Servicer or its designee shall inspect the construction of the house, if constructed per Rule 67-50 or CWHIP and assure Florida Housing, in writing, that all applicable program application requirements have been met.
  - 3. If constructed per Rule 67-50 and for the HOME program only, prior to the home buyer closing and receiving the subordinate mortgage, the Servicer or its designee shall inspect the construction of the house and assure Florida Housing that all applicable HUD Requirements (24 CFR Part 92) have been met.
  - 4. The Servicer shall review and verify required documents under Rule 67-50, the HOP Program, or CWHIP and set up individual files for each house (in addition to the servicing file for the entire Development mentioned previously in part I.a. of this section, if applicable) containing appropriate documentation (including income verification documents, location, purchase price, HUD Uniform Relocation Act Notice to Sellers, HUD Housing Quality Standards Inspection, Environmental Review checklist, Lead Based Paint Notice, HOME Program Agreement, promissory note, certified original copy of subordinate mortgage, HUD-1 Settlement Statement, title insurance policy, copy of first mortgage note and mortgage); and
  - 5. Submit a complete file on the home buyer to Florida Housing on or before the 45th Day after the date of closing of the subordinate mortgage, or an explanation as to why the file has not been submitted, accompanied by appropriate documentation.
- p. Upon request by Florida Housing, the Servicer shall annually verify whether the residence continues to be occupied by the person named on the subordinate mortgage. The Servicer verification shall be performed in compliance with the following Florida Housing and HUD standards.
- 1. Send a letter to the person named on the subordinate mortgage, or that person's surviving spouse, requesting a notarized statement regarding occupancy of the house and requesting a copy of the most recent utility

bill that must reflect the address of the house.

2. If no response is received to the first letter, the Servicer shall send a second letter within three (3) months requesting the same information to the person named on the subordinate mortgage, or that person's surviving spouse.
  3. If no response to either the first or second letter is received, Florida Housing shall be sent written notification of those residences not responding. The Servicer shall also suspend future efforts to verify occupancy until notified by Florida Housing in writing to resume.
- q. The Servicer shall ensure that at all times during the existence of the loan all buildings and improvements making up the Development are insured as required by the loan documents for the benefit of Florida Housing against loss or damage by fire and from such other insurable risks and hazards all as more specifically set forth in the mortgage and other loan documents. In the event the Borrower fails to maintain such insurance in full force and effect, and upon the written authorization of Florida Housing, such insurance shall be maintained by the Servicer, subject to payment by Florida Housing, which shall advance necessary loan funds to the Servicer, upon request from the Servicer. The Servicer shall retain and safely store, service and continually maintain all such policies and documents related thereto as required herein.

II. The Servicer shall promptly notify Florida Housing of any of the following which may come to the attention of the Servicer with respect to the loan:

- a. Any failure of the Developer to perform any covenant or obligation, applicable to it, under the loan documents (of which the Servicer has knowledge).
- b. Abandonment of the Development.
- c. Any lack of repair or deterioration or waste suffered or committed in respect to the Development.
- d. Any other matter which would adversely or materially affect or result in diminution of value of the security described herein and in the loan documents.
- e. Any loss or damage by fire or any hazard to the Development requiring repairs costing in excess of fifteen thousand dollars (\$15,000) to restore the Development to its condition prior to such loss or damage.

#### **D. Compliance Monitoring**

Servicing for any Florida Housing program must comply with Chapter 420, Part V, Fla. Stat., and Fla. Admin. Code R. 67-53, as may be amended from time to time, for each Florida



Housing program set forth in the applicable rule chapter of the Florida Administrative Code. To ensure each Development's compliance with Federal and State laws, rules, and any loan closing documents currently in effect and as may be revised from time to time, the Servicer shall provide, at a minimum, the following services:

I. Pre-Occupancy Conference/Training

Prior to the leasing of any Development units, the Servicer shall conduct a pre-occupancy conference/training with the Developer or Management Company personnel to provide complete instructions on items a. through q., below. Upon completion of the conference/training, the Servicer shall provide written confirmation to Florida Housing that the items specified in a. through q. below have been addressed:

- a. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation;
- b. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Part V, Fla. Stat., as may be amended from time to time;
- c. Florida Housing rules concerning tenant income restrictions;
- d. Requirements of the loan closing documents or application, as applicable;
- e. Resident Programs/Public Purpose Requirement/Public Policy Criteria;
- f. Affirmative Fair Housing Marketing requirements as applicable , as may be amended from time to time;
- g. Tenant applications - specific information necessary for continued program compliance;
- h. Income limits;
- i. Rent Limits as applicable , as may be amended from time to time;
- j. Income verifications;
- k. Utility allowances;
- l. Annual income and assets;
- m. Tenant income certifications;

- n. Leases;
- o. Program Reports;
- p. Management units, and;
- q. Developer's responsibilities including, but not limited to:
  - 1. Notifying the Servicer of any change in management personnel; and,
  - 2. Notifying Florida Housing of any change in ownership of the Management Company.

II. Program Reports

For all Developments funded by Florida Housing, the Servicer shall collect Program Reports (form PR-1, Exhibit E) from the Developer or Management Company. The Program Report provides a unit-by-unit listing of all units in the Development and gives detailed information regarding the occupants' eligibility and set-aside requirements. The Program Report shall be collected electronically in accordance with the deadlines stated in part b. of this section.

- a. The Servicer shall perform the following functions regarding the Program Reports:
  - 1. Review Program Report Recap of Tenant Income Certification Information section for completeness, including proper execution and income eligibility.
  - 2. Confirm that all required re-certifications are completed in a timely manner.
  - 3. Confirm that all new move-ins and move-outs have been correctly designated.
  - 4. Review the Program Report to determine that the applicable program set-aside requirements have been met.
  - 5. The Servicer shall keep all Program Reports and Tenant Income Certifications (Exhibit F) in files of the Servicer.
  - 6. Contact the Developer or Management Company, as applicable, immediately following the due date if the Program Report has not been received. A record shall be kept of the tardiness of responses. If a pattern of tardiness develops, a letter shall be sent by the Servicer to the Developer and Management Company, giving notice that extra effort should be made to have reports in before the deadline.

7. Write or telephone the Developer or the appropriate Management Company personnel, as applicable, regarding any discrepancies in Program Reports. Responses from the Developer or Management Company are due to the Servicer within fifteen (15) Days of the notification of the discrepancy. If the Developer or Management Company does not respond on or before the end of the fifteen (15) Day period, the Servicer shall contact the Developer or Management Company, as applicable, to determine the reason. Any telephone response shall be documented in the Development file.
  8. In cases of incorrect Program Report information, the Servicer shall make a note to the file to review the next Program Report to see that errors have been corrected and shall instruct the Developer to submit a corrected Program Report electronically to Florida Housing.
- b. Submission of Program Reports shall be as follows:
1. Initial Program Reports
    - i. For those Developments receiving competitive Housing Credits or HOME Rental, funds, if the Development is occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which the loan closing or the execution of the carryover allocation agreement occurred, and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.
    - ii. For those Developments receiving competitive Housing Credits or HOME Rental funds and the Development is not occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which rental of the initial unit occurred and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.
    - iii. For those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, the initial Program Report shall be prepared as of the last day of the calendar month during which final Housing Credit allocation occurred and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.
  2. Ongoing Program Reports:

- i. Except for HOME Rental, subsequent Program Reports shall be prepared as of the last day of the calendar month and are due no later than the 15th of each month of the regulatory period. The Servicer's copy of the Program Reports shall be accompanied by copies of ten percent (10%) of the executed Tenant Income Certifications effective since the last Program Report.
- ii. HOME Rental
  - a) Subsequent Program Reports shall be prepared as of the last day of the calendar month and are due to Florida Housing only no later than the 15th of each month of the regulatory period.
  - b) Annually, for each year of the Compliance Period, on a date established by Florida Housing, the Servicer shall collect a copy of the Program Report accompanied by copies of ten percent (10%) of the executed Tenant Income Certifications that were effective during the reporting year. Additional reports and information shall be collected by the Servicer at such other times as Florida Housing or the Servicer may, in their discretion, request.

3. MMRB Certificate of Continuing Program Compliance

- i. The Servicer shall collect the Certificate of Continuing Program Compliance (CCPC) for each Program Report, if applicable to the Development.

III. Management reviews and physical inspections

The Servicer shall conduct a management review consisting of a review of tenant files, the administrative procedures of the Management Company, and a physical inspection of the Development. The purpose of the management review and physical inspection is to evaluate management of the Development, to conduct an onsite inspection of the premises, and to provide any information needed by the Developer in order to fulfill the compliance requirements.

The units and tenant files to be inspected and reviewed by the Servicer must be chosen in a manner that will not give owners advance notice that a unit and tenant file for a particular year will or will not be inspected and reviewed. However, the Servicer may give an owner reasonable notice that an inspection of the building and units or files will occur so that the owner may notify tenants of the inspection or assemble tenant files for review.

Follow-up Reviews may be required, based on the quantity and nature of the issues found by the Servicer and/or failure to meet Uniform Physical Condition Standards

during a management review. The Servicer may schedule a follow-up review, onsite or Desk Audit, on or before the 90th Day after the response due date. The Servicer shall re-examine previously-reviewed files containing discrepancies and previous physical inspection issues, if any, to ensure the Developer or Management Company corrected noted discrepancies and issues. The Servicer shall also review additional files/inspect additional units to determine whether acceptable procedures are currently being followed.

- a. Frequency of management reviews and physical inspections conducted by the Servicer:
  1. Housing Credits
    - i. For nine percent (9%) Housing Credit Developments which have units occupied at the time of carryover or final allocation, whichever occurs first, the Servicer shall conduct the initial review:
      - on or before the 120th Day prior to the anticipated placed in service date reflected in the Carryover Allocation Agreement; or
      - on or before the 120th Day after final allocation.
    - ii. For nine percent (9%) Housing Credit Developments with no occupied units at the time of carryover, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any unit.
    - iii. For four percent (4%) Housing Credit Developments financed with local housing authority bonds and with no other funding from Florida Housing programs, the Servicer shall conduct the initial review on or before the 120th Day after final allocation.
    - iv. The Servicer shall conduct on-site inspections of all buildings in the Development by the end of the second calendar year following the year the last building in the project is placed in service and, for at least twenty percent (20%) of the project's low-income units, inspect the units and review the low-income certifications, the documentation supporting the certifications, and the rent records for the tenants in those units in accordance with, 26 CFR 1.42-5(c)(2)(ii)(A), Monitoring compliance with low income housing credit requirements.
    - v. Subsequent reviews shall be conducted within three (3) years of the previous review (whether initial or subsequent) throughout the

compliance period, and annually throughout the extended use period.

2. SAIL and CWHIP

- i. For Developments that have units occupied at the time of loan closing, the Servicer shall conduct the initial review prior to loan closing or on or before the 120th Day after loan closing, and subsequent reviews shall be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the compliance period.
- ii. For Developments with no tenants at the time of loan closing, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any SAIL unit, and subsequent reviews shall be conducted within one (1) year of the previous review (whether initial or subsequent) throughout the compliance period.

3. HOME Rental

- i. For Developments which have units occupied at the time of loan closing, the Servicer shall conduct the initial review prior to loan closing or on or before the 120th Day after loan closing, and subsequent reviews shall be conducted throughout the period of affordability as listed in the Subsequent Review Schedule below.
- ii. For Developments with no units occupied at the time of loan closing, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any HOME assisted unit, and subsequent reviews shall be conducted throughout the period of affordability as listed in the Subsequent Review Schedule below.

Subsequent Review Schedule

Total Units in Development	Frequency of Reviews
1-4	Within 3 years of the previous review
5-25	Within 2 years of the previous review
26+	Within 1 year of the previous review

4. MMRB

- i. For Developments which have units occupied at the time of loan

closing, the Servicer shall conduct the initial review prior to loan closing or on or before the 120th Day after loan closing and subsequent reviews shall be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the qualified project period/compliance period.

- ii. For Developments with no units occupied at the time of loan closing, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any unit and subsequent reviews shall be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the qualified project period/compliance period.

b. Management review and physical inspection procedures include the following:

1. Physical Inspection of Units

The Servicer shall randomly select and inspect a Development's units to determine if those units meet the HUD Uniform Physical Condition Standards and/or local and state codes. The Servicer shall notify management to provide notice pursuant to Section 83.53, Fla. Stat., to tenants for unit inspections.

Physical Inspection includes:

- i. Inspection of the buildings including unit features, including but not limited to green, energy and universal design visitability features, Development amenities, and the grounds (including landscaping) to identify any deferred maintenance and evaluate overall appearance and compliance with LURA and EUA requirements and indicate findings on the Management Review and Physical Inspection Summary.
- ii. Inspection of the building including unit features, including but not limited to green, energy and universal design visitability features to ensure that any features replaced during maintenance are comparable or updated per the function of the original feature.

The requirement for inspecting green, energy and universal design visitability features may be waived if green, energy and universal design visitability features are verified by the Servicer as a part of the replacement reserve draw process in permanent loan servicing.

- iii. When calculation of the percentage of units to inspect results in a fraction of a unit, that unit shall be considered to be included in the units that shall be inspected. Units selected shall be dispersed

throughout the Development with no more than one unit selected per building, until one unit has been selected from each building, before selecting a second unit in any building.

- iv. The number of units to be inspected (if there is more than one (1) program, the most stringent applies):
  - a) Housing Credits twenty percent (20%) of the set-aside units, plus a minimum of two (2) other units randomly selected.
  - b) SAIL, CWHIP and MMRB – as follows:

# of set-aside units	# of units to be inspected: set asides + other
1-50	5 + 1 random
51-200	8 + 2 random
200+	10 + 2 random

- c) HOME Rental – fifteen percent (15%) of the HOME-assisted units with a minimum of one (1) unit per building, plus a minimum of two (2) other units randomly selected.

2. Tenant Files and Records

The Servicer shall:

- i. Review the sequence of the certification procedure to ensure that no person or family occupies a Development unit prior to being properly certified. Within each of the tenant’s files reviewed, the Servicer shall inspect and verify the following:
  - a) Application(s) - check for completeness and inclusion of total income from all sources, including assets.
  - b) Verification(s) of income - examine for completeness, timeliness and compare to the application and the initial and/or current Tenant Income Certification for agreement.
  - c) Lease (initial and current) - examine to ensure that all occupants of the unit are listed, the lease is fully executed, the terms of the lease meet LURA and/or EUA requirements, and confirm that the current rent for the unit does not exceed applicable rent limits, if any.



- d) Tenant Income Certification (initial and/or current) - check for completeness and confirm the amount of income documented in the tenant file.
- 1) Housing Credit - Examine the files for a minimum of twenty percent (20%) of the set-aside units (the same files as for the units inspected).
  - 2) SAIL, CWHIP and MMRB - Randomly select for examination from the units selected for inspection tenant files equivalent to ten percent (10%) of the set-aside units in the Development. Where application of the ten percent rule results in a fraction of a file, that file, shall be considered to be included in the files that shall be examined. Files selected shall be dispersed throughout the Development with no more than one file selected per building, until one file has been selected from each building, before selecting a second file in any building.
  - 3) HOME Rental - Randomly select for examination a minimum of fifteen percent (15%) of the tenant files (of the set-aside units in the Development) with a minimum of one (1) unit per building.
  - 4) The Servicer shall have the option of a Desk Audit. If a Desk Audit is performed, all costs of secure shipment of the tenant files shall be borne by the Servicer and the physical inspection of the property shall be conducted within sixty (60) Days of completion the Desk Audit.
  - 5) Housing Credit, HOME Rental, CWHIP, ELI or 501(c)(3) Bonds – Review rents and utility allowance verification.
  - 6) For Developments receiving HOME funds whose tenants may be displaced as a result of the construction or rehabilitation of the Development also, at a minimum, review for compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. and Federal implementing regulations at 49 CFR Part 24; and the requirements of section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended:
    - i) The Development’s Anti-Displacement Policy;
    - ii) Evidence that the Developer provided advisory services

to the tenants including notices; information booklets, explanation of assistance, referrals to social services, counseling and advice under the Fair Housing Act; and,

- iii) Payments to eligible tenants for the cost of temporary relocation, reimbursement of moving and related expenses; and the cost of replacement housing assistance for forty two (42) months if tenant's income is eighty percent (80%) AMI or sixty (60) months if tenant's income is less than eighty percent (80%) AMI are reasonable and included.

3. The administrative procedures of the Developer and/or Management Company.

The Servicer shall:

Review the following administrative procedures at a minimum and indicate findings on the Management Review and Physical Inspection Summary:

- i. Tenant selection and orientation
- ii. Maintenance program
- iii. Security Program
- iv. Organization and supervision
- v. Training
- vi. Advertising and Affirmative Fair Marketing
- vii. Tenant programs and services to include, but shall not be limited to, verification and review of executed memorandums of understanding, addendums, diplomas, and any certifications, as applicable.
- viii. Confirm that all terms and conditions of the regulatory agreement are being met.

4. Transmittal of Management Review and Physical Inspection Summary

The Servicer shall prepare and send the Management Review and Physical Inspection Summary (Exhibit G) to the Developer, the Management Company representative, the onsite manager, Florida Housing and, if the

Development is MMRB, the Trustee and the Servicer for the credit enhancer. The Servicer shall require the Developer to acknowledge receipt of the Management Review and Physical Inspection Summary to the Servicer within ten (10) Days from the date the Management Review and Physical Inspection Summary was mailed and respond in writing to the Servicer and Florida Housing within thirty (30) Days of the date the Management Review and Physical Inspection Summary was mailed. The Servicer shall review the response to determine whether all discrepancies have been satisfactorily corrected and follow-up with the Developer or Management Company representative until resolved. If a response has not been received by the due date, the Servicer shall follow up with the Developer or Management Company until the response is received.

5. Non Compliance

At the request of Florida Housing, the Servicer shall inquire or investigate a non-compliance issue and notify Florida Housing of the findings. On a regular basis as defined by Florida Housing, the Servicer shall provide a report summarizing all noncompliance issues for Developments in their portfolios.

i. Housing Credit

a) For Housing Credit Developments that are within the Housing Credit compliance period, the Servicer shall notify the Developer, with a copy to Florida Housing, of noncompliance noted as result of a management review and physical inspection or Program Report. The notice shall provide the Developer with a thirty (30) Day correction period, and advise the Developer that Florida Housing shall file IRS form 8823 with the Internal Revenue Service for non-compliance, even when corrected. The Servicer shall provide Florida Housing with the necessary information and/or documentation needed for filing IRS form 8823.

b) For Housing Credit Developments that are in the EUA time period, the Servicer shall notify the Developer, with a copy to Florida Housing, of noncompliance noted as result of a management review or Program Report. The notice shall provide the Developer with a thirty (30) Day correction period.

ii. SAIL, MMRB, CWHIP, and HOME Rental

The Servicer shall notify the Developer, with a copy to the Management Company and Florida Housing, of noncompliance noted as result of a management review or Program Report. The

notice shall provide the Developer with a thirty (30) Day correction period.

6. Close-Out Letters

The Servicer shall provide the Developer and Florida Housing with a close-out letter when all discrepancies have been corrected satisfactorily, unless otherwise directed by Florida Housing.

7. Correspondence

Florida Housing shall be provided copies of any correspondence by the Servicer relating to any monitored Developments within thirty (30) Days of the correspondence's origination.

IV. Additional Duties of the Servicer

- a. Daily availability to Developer, Management Company personnel, and onsite staff to answer any questions concerning compliance.
- b. Provide Florida Housing with a written monthly management review and physical inspection schedule seven (7) Days prior to the 1st Day of each month.
- c. Collect and submit electronic copies to Florida Housing's Asset Management staff, copies of Part II of Form 8609, Low-Income Housing Credit Allocation and Certification, submitted to the IRS, from owners receiving an allocation of Housing Credits from Florida Housing. Notify Florida Housing annually of Developments in their portfolio that are transitioning to year sixteen.
- d. Any change in ownership and/or Management Company may require additional reviews.
- e. Additional training to instruct Developer and/or Management Company personnel on compliance requirements shall be conducted as deemed necessary by the Servicer or Florida Housing.
- f. Participate in and/or conduct regional training workshops and/or webinars for Developers and Management Company personnel to ensure compliance with Federal laws and regulations, State laws, and Florida Housing rules concerning program requirements. Workshops and/or webinars are to be conducted at least quarterly.

**SECTION FIVE  
CERTIFICATION**

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection G, of this RFP, each Offeror certifies that:

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;

- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than the compensation agreed upon in the Contract that results from this RFP, unless that Offeror has written consent from Florida Housing's Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking written consent from Florida Housing's Executive Director. If the Offeror is found to be in noncompliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

## **SECTION SIX INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), limit your proposal to one bound volume. Responses to the items should be included immediately after the restated items without any reference to any appendix.

### **A. GENERAL INFORMATION**

1. Provide a description of the Offeror that includes the length of time the Offeror has been in business and a discussion of any changes in its senior management in the last two (2) years. Include the name, e-mail address, fax and telephone number of a contact person for the Offeror.
2. Describe the Offeror's experience with providing services that are similar to the work being requested in Section Four of this RFP. Please provide a list of five (5) persons or entities, other than Florida Housing, for whom the Offeror has provided or provides work similar to what Florida Housing is requesting in Section Four of this RFP. This list must include; first, entities/persons currently served; and second, entities/persons previously served. Please include the following information: (a) Name of contact person, telephone and email for each person or entity listed; (b) a letter(s) authorizing Florida Housing to communicate with person or entity; (c) length of time you have provided

services; (d) the term of the contract; (e) what type of services provided and (f) the volume of the services. The responses to Florida Housing's inquiries may be summarized, used by the selection committee in its deliberations, and provided to the Board for its consideration in selecting Offerors.

3. Describe the Offeror's ability to provide the services requested in Section Four of this RFP beginning on the Effective Date of the Contract.
4. Provide information about availability of staff and other resources, including subcontractors that will be needed to complete the services requested in Section Four of this RFP.
5. Provide a copy of the declaration page of proof of blanket fidelity insurance and errors and omissions insurance which includes the following:

Name of carrier and policy number;  
 Effective date of insurance;  
 Policy exclusions, if any;  
 Current coverage amounts;  
 Staff and others acting on behalf of the Offeror covered; and Type of coverage.

6. Insurance To Be Maintained by the Offeror

Offerors selected by the Board and awarded a Contract shall maintain at all times during the existence of the Contract at its own expense, blanket fidelity insurance and errors and omissions insurance covering the Offeror's officers and employees and other persons acting on behalf of the Offeror relating to the Offeror's performance of the Contract. No provisions of this section requiring the Offeror to maintain insurance coverage shall operate to diminish, restrict, or otherwise limit the Offeror's responsibilities and obligations as set forth in the Contract. The amount of coverage of such policies shall be at least equal to the coverage that would be required by Fannie Mae with respect to the Offeror if the Offeror were servicing mortgage Loans for Fannie Mae relating to the Offeror's performance of its obligations under the Contract. If the Offeror is required by any federal or state government agency to maintain a higher amount of such coverage, the Offeror shall maintain such higher amount. All such policies of insurance shall be placed with a carrier rated at least "A-" by A.M. Best & Co., with a financial size category of at least FSC VI and shall be issued by an insurance company, with coverage satisfactory to Florida Housing and shall name Florida Housing as the insured under said policies. The Offeror's blanket fidelity insurance coverage may contain a deductible clause for any amount up to the greater of \$100,000 or 5 percent of the bond's face amount.. The



Offeror's errors and omissions coverage may contain a deductible clause for any amount up to the greater of \$100,000 or 5 percent of the policy's face amount.

#### Evidence of Current Coverage

Offerors selected by the Board and awarded a Contract shall have the insurance agent (or the insuring company) provide coverage recording Florida Housing as a certificate holder and submit a copy of the Certificate of Insurance to Florida Housing. Such certificate must be issued before each policy inception date to provide evidence of uninterrupted coverage. Where a policy has a "continuous" term (i.e., no fixed expiration date), the certificate must be issued annually on the policy date. Offerors selected by the Board and awarded a Contract shall obtain the insurer's agreement to provide Florida Housing a minimum of thirty (30) days written notice in the event the insurer cancels or refuses to renew coverage for any reason or if the insurer places any more restrictive terms as a condition for renewal or if there is a reduction in coverage. If an Offeror selected by the Board and awarded a Contract anticipates or experiences an interruption in coverage, it shall immediately report such occurrence in writing to Florida Housing. A lapse in coverage shall constitute a violation of the Contract and will constitute a Default under the Contract. The Offerors selected by the Board and awarded a Contract shall promptly report to Florida Housing all cases of embezzlement, fraud, criminal or dishonest acts by any employee, officer, or agent of the Offeror, that directly or indirectly involve the servicing of Florida Housing loans, and report to Florida Housing all claims made against any underwriter or surety.

7. Provide evidence of certification that the Offeror is qualified to do business in the State of Florida.
8. If you have not contracted with Florida Housing within the last five (5) years, provide a copy of the most recent tax return or a copy of the most recent audited financial statements.
9. Describe the Offeror's Business Continuity Plan, including how often the plan is updated and tested.
10. By the Effective Date of the Contract, confirm that the Offeror has established and maintains a Red Flag Plan.
11. Florida Housing expects that the Offeror will have an office located in the State of Florida. If the Offeror does not anticipate being able to comply with this requirement, a written explanation should be submitted with its Response to this RFP and describe Offeror's capability to perform the services described by this RFP within the State of Florida.

B. WORK PLAN FOR SCOPE OF SERVICES

Describe the Offeror's plan to provide the services requested in Section Four of this RFP.

C. QUALIFICATIONS OF PERSONNEL

1. List the names of all of the Offeror's personnel who will be assigned to perform the services requested in Section Four of this RFP.
2. Describe the qualifications and experience of the identified personnel. Servicers shall have a minimum of five (5) years of experience to be assigned to this Contract.

D. FEES

The Offeror shall provide fee information for each different service.

1. Indicate all fees to be charged to Florida Housing on the form provided as Exhibit H.

*FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATIONS.*

E. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror shall submit a valid affidavit to demonstrate its status.

F. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror shall submit a valid affidavit to demonstrate its status.

G. CERTIFICATION STATEMENT

The following shall be repeated in the Offeror's Response and signed by an individual authorized to bind the Offeror. Failure to include and provide a manual signature of the certification statement shall result in rejection of the Response.

"I agree to abide by all conditions of RFP 2011-02 and certify that all information provided in this Response is true and correct, that I have fairly and accurately represented my credentials and abilities and the credentials and abilities of the organization(s) for which I work or with which I am otherwise affiliated, that I am authorized to sign this Response for the Offeror, and that the Offeror is in compliance with all requirements of the RFP, including but not limited to, the

certification requirements stated in Section Five of this RFP.”

\_\_\_\_\_  
Authorized Signature  
Name and Title: \_\_\_\_\_

**SECTION SEVEN  
EVALUATION PROCESS**

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFP. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being “1”. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing’s mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee’s ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of an Offeror to whom to award a Contract.

Assessment by the Committee of previous on-site and desk reviews of the Offeror’s work and product conducted by Florida Housing staff shall be considered.

Item Reference .....Maximum Points

A.1. General Information ..... 05  
A.2. General Information ..... 25  
A.3. General Information ..... 15  
A.4. General Information ..... 15  
B. Work Plan for Scope of Services ..... 25  
C. Qualifications of Personnel ..... 25  
  
Total Points Available ..... 110

**SECTION EIGHT  
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFP on Florida Housing’s Website the next business day after 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., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**DRAFT PRO FORMA TEMPLATE**

<b>CONSTRUCTION COSTS:</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Accessory Buildings				
Demolition				
Installation of Pre Fab Units				
New Rental Units				
Off-Site Work				
Recreational Amenities				
Rehab of Existing Common Areas				
Rehab of Existing Rental Units				
Site Work				
Swimming Pool				
General Contractor Fee				
Payment and Performance Bonds				
Total Construction Contract				
Hard Cost Contingency				
Other:				

<b>GENERAL DEVELOPMENT COSTS:</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Accounting Fees				
Appraisal				
Architect's and Planning Fees				
Architect's Fee - Green Initiative				
Architect's Fee - Landscape				
Architect's Fee - Site/Building Design				
Architect's Fee - Supervision				
Building Permits				
Builder's Risk Insurance				
Capital Needs Assessment/Existing Property Evaluation				
Demolition Work paid outside the Construction Contract				
Engineering Fees				
Environmental Report				
Federal Labor Standards Monitoring				
FF&E paid outside the Construction Contract				
FHFC Administrative Fees				
FHFC Application Fee				
FHFC Credit Underwriting Fee				
FHFC HC Compliance Fee (HC)				
FHFC Other Processing Fee(s)				
Impact Fee				
Inspection Fees/Construction Admin				
Insurance				
Legal Fees				
Market Study				
Marketing and Advertising				
Plan and Cost Review Analysis				
Property Taxes				
Soft Cost Contingency				
Soil Test				

**DRAFT PRO FORMA TEMPLATE**

<b>GENERAL DEVELOPMENT COSTS (cont):</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Start-Up Costs/Operating Funds Reserve				
Survey				
Tenant Relocation Costs				
Title Insurance and Recording Fees				
Traffic Study				
Utility Connection Fees				
Other:				

<b>FINANCIAL COSTS:</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Construction Loan Application Fee				
Construction Loan Underwriting Fee				
Construction Loan Origination Fee				
Construction Loan Closing Costs				
Construction Loan Interest				
Construction Loan Servicing Fees				
Permanent Loan Application Fee				
Permanent Loan Underwriting Fee				
Permanent Loan Subsidy Layering Review				
Permanent Loan Origination Fee				
Permanent Loan Closing Costs				
Permanent Loan Interest				
Permanent Loan Servicing Fee				
Bridge Loan Application Fee				
Bridge Loan Underwriting Fee				
Bridge Loan Origination Fee				
Bridge Loan Closing Costs				
Bridge Loan Interest				
Bridge Loan Servicing Fee				
Line of Credit Application Fee				
Line of Credit Underwriting Fee				
Line of Credit Origination Fee				
Line of Credit Closing Costs				
Line of Credit Interest				
Line of Credit Servicing Fee				
FHFC Bond Application Fee				
FHFC Bond Underwriting Fee				
FHFC Bond Subsidy Layering Review				
FHFC Bond Origination Fee				
FHFC Bond Trustee Fee				
FHFC Bond Credit Enhancement Fee				
FHFC Bond Rating Fee				
FHFC Bond Closing Costs				
FHFC Bond Interest				
FHFC Bond Servicing Fee				

<b>FINANCIAL COSTS (cont):</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Local HFA Bond Application Fee				
Local HFA Bond Underwriting Fee				
Local HFA Bond Subsidy Layering Review				
Local HFA Bond Origination Fee				
Local HFA Bond Trustee Fee				
Local HFA Bond Credit Enhancement Fee				
Local HFA Bond Rating Fee				
Local HFA Bond Closing Costs				
Local HFA Bond Interest				
Local HFA Bond Servicing Fee				
SAIL Application Fee				
SAIL Underwriting Fee				
SAIL Origination Fee				
SAIL Closing Costs				
SAIL Interest				
SAIL Servicing Fee				
HOME Application Fee				
HOME Underwriting Fee				
HOME Subsidy Layering Review				
HOME Origination Fee				
HOME Closing Costs				
HOME Interest				
HOME Servicing Fee				
USDA Application Fee				
USDA Underwriting Fee				
USDA Subsidy Layering Review				
USDA Origination Fee				
USDA Closing Costs				
USDA Interest				
USDA Servicing Fee				
Misc Loan Application Fee				
Misc Loan Underwriting Fee				
Misc Loan Subsidy Layering Review				
Misc Loan Origination Fee				
Misc Loan Closing Costs				
Misc Loan Interest				
Misc Loan Servicing Fee				
Reserves - Operating Deficit				
Reserves - Debt Service Coverage				
Reserves - Required by Lender				
Reserves - Required by Syndicator				
Reserves - Required by FHFC				
Reserves - Replacement Escrow				
Financial Advisor Fee				
Legal Fees - Bond Counsel				
Legal Fees - Borrower's Counsel				

<b>FINANCIAL COSTS (cont):</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Legal Fees - Issuer's Counsel				
Legal Fees - Lender's Counsel				
Legal Fees - Underwriter's Counsel				
Other:				

<b>NON-LAND ACQUISITION COSTS</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Brokerage Fees - Building				
Building Acquisition Cost				
Other:				
<b>Total Non-Land Acquisition Costs</b>				

<b>OTHER DEVELOPMENT COSTS</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Development Cost Before Developer Fee and Land Costs				
Developer Fee on Acquisition of Buildings				
Developer Fee				
Developer Fee to fund Operating Debt Reserve				
Other: Brokerage Fees - Land				
Consultant Fees				
Excess Acquisition Costs				
Excess Land Value				
Guaranty Fees				
Other:				
<b>Total Other Development Costs</b>				

<b>LAND ACQUISITION COSTS</b>	<b>Underwriters Total Costs - CUR</b>	<b>HC Ineligible Costs - CUR</b>	<b>Underwriters Total Costs - Closing Letter</b>	<b>HC Ineligible Costs - Closing Letter</b>
Brokerage Fees - Land				
Land Acquisition Costs				
Land				
Land Lease Payment				
Land Carrying Costs				
Other:				
<b>Total Acquisition Costs</b>				
<b>TOTAL DEVELOPMENT COSTS</b>				



FINANCIAL COSTS:	Annual	Per Unit
<b>OPERATING PRO FORMA</b>		
<b>Income</b>		
Revenue		
Gross Potential Rental Revenue		
Rent Subsidy (ODR)		
Other Income		
Ancillary Income		
Miscellaneous		
Washer/Dryer Rentals		
Cable/Satellite Income		
Rent Concessions		
Interest Income		
Alarm Income		
Gross Potential Income		
Less:		
Vacancy Loss                      Percentage: _____		
Collection Loss                    Percentage: _____		
<b>Total Effective Gross Income:</b>		
<b>Total Effective Gross Revenue</b>		
<b>Expenses</b>		
Fixed:		
Ground Lease		
Insurance		
Real Estate Taxes		
Sub-ground Lease		
Other		
Variable:		
Management Fee                Percentage: _____		
General and Administrative		
Payroll Expenses		
Utilities		
Marketing and Advertising		
Maintenance and Repairs/Pest Control		
Grounds Maintenance and Landscaping		
Resident Programs		
Contract Services		
Security		
Other		
Reserve for Replacements		
<b>Total Expenses</b>		
<b>Net Operating Income</b>		
<b>Debt Service Payments</b>		
First Mortgage -		
Second Mortgage -		
Third Mortgage -		
Fourth Mortgage -		
Fifth Mortgage -		
All Other Mortgages -		
Other Fees - Asset/Financial		
Monitoring/Compliance		
Monitoring/Servicing		
Other Fees - Agency/Trustee/Servicer		
<b>Total Debt Service Payments</b>		
<b>Cash Flow after Debt Service</b>		

<b>FINANCIAL COSTS:</b>	<b>Annual</b>	<b>Per Unit</b>
<b>Debt Service Coverage Ratios</b>		
DSC - First Mortgage		
Including Negative Arbitrage		
DSC - Second Mortgage		
DSC - Third Mortgage		
DSC - Fourth Mortgage		
DSC - Fifth Mortgage		
DSC - All Other Mortgages		
DSC - All Mortgages		
DSC - All Mortgages and Fees		
<b>Financial Ratios</b>		
Operating Expense Ratio		
Break-even Economic Occupancy Ratio (all debt)		
Break-even Ratio		
Break-even Occupancy Ratio		





DRAFT SUMMARY TEMPLATE

All In Interest Rate						
Loan Term						
Amortization						
Market Rate/Market Financing LTV						
Restricted Market Financing LTV						
Loan to Cost						
Debt Service Coverage						
Operating/Deficit Service Reserve						
Period of Operating Expenses/Deficit Reserve in Months						

Deferred Developer Fee	
Market Rent/Market Financing Stabilized Value	
Rent Restricted Market Financing Stabilized Value	
Projected Net Operating Income (NOI) - Year 1	
Projected Net Operating Income (NOI) - 15 Year	
Year 15 Pro Forma Income Escalation Rate	
Year 15 Pro Forma Expense Escalation Rate	
Bond Structure	
Housing Credit Syndication Price	
Housing Credit Annual Allocation	

Source	Lender	Construction	Permanent	Perm Loan/Unit
<b>TOTAL</b>				

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
<b>Required Features for All Units in All Developments:</b>		Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint).	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Water Sense certified faucets, Water Sense certified toilets, and shower heads with flow of 2.2 gallons per minute or less in all bathrooms (for all new construction units and for all rehabilitation units, if replacing).	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Replacement of all jalousie (louvered) windows and doors with code compliant non-jalousie windows and doors in all rehabilitation units.	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Window covering for each window and glass door inside each unit.	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Termite prevention and pest control throughout the entire affordability period.	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Entrance door must have two peepholes, one at standing eye level and one at seated eye level, not more than 43 inches from the bottom of the door.	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Exterior lighting in open and common areas.	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
<b>X</b>	Air conditioning with a minimum SEER rating of 14 (excluding buildings with central chiller system). Window air conditioning units with a minimum Seer rating of 10 are permissible for rehabilitation units).	Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	

<b>Required Features for All Units in All Developments Except SRO:</b>		Required	NC	R	MF	SF	Preservation	Family	Elder		
	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.	Required	NC	R	MF	SF	Preservation	Family	Elder		
	Full-size range, oven and Energy Star qualified refrigerator in all units.	Required	NC	R	MF	SF	Preservation	Family	Elder		
	At least two full bathrooms in all 3 bedroom or larger new construction units.	Required	NC	R	MF	SF	Preservation	Family	Elder		
	Bathtub with shower in at least one bathroom in at least 90% of all new construction non-Elderly units.	Required	NC	R	MF	SF	Preservation	Family	Elder		

<b>Required Features for SRO Developments:</b>		Required			MF				Homeless	
	Minimum unit size of 110 square feet.	Required	NC	R	MF				Homeless	

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
Each unit must contain at least one full size single bed, a lockable storage compartment or chest of drawers and a vertical clothes closet measuring at least three feet wide.	Required	NC	R	MF						Homeless	
Each unit must contain a sink.	Required	NC	R	MF						Homeless	
At least one set of bathroom facilities for every 16 units (each bathroom facility must contain a ratio of at least one sink, one shower with curtain or door and one toilet with door for every 4 units).	Required	NC	R	MF						Homeless	
Community center or meeting room featuring a television with cable or satellite TV hook-up.	Required	NC	R	MF						Homeless	
Public transportation within 1/2 mile.	Required	NC	R	MF						Homeless	

<b>Required New Construction Universal Design and Visibility Features:</b>		<b>Required</b>	<b>NC</b>	<b>MF</b>	<b>SF</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
Primary entry doorway shall provide a clear opening of not less than 32 inches, shall have a threshold with no more than 1/2-inch rise, and shall have lever-action handles.	Required	NC		MF	SF	Family	Elder	Homeless	
Interior doorways shall provide a clear opening of not less than 32 inches with clear floor space of 18 inches beside the door to provide space to move out of the way of the door's swing when pulling it open, flush interior	Required	NC		MF	SF	Family	Elder	Homeless	
All interior hallways shall be at least 36 inches wide.	Required	NC		MF	SF	Family	Elder	Homeless	
Carpeting and/or non-skid flooring are required in all living areas, including entrance foyer. Carpeting shall be low-pile or tight-napped. Tile, hardwood, or laminate flooring shall be non-skid and non-glossy.	Required	NC		MF	SF	Family	Elder	Homeless	
There shall be at least one bathroom on an accessible level of the unit with clear floor space at the toilet of at least 48 inches by 56 inches. A minimum of 30 inches by 48 inches of clear floor space outside swing of door shall be provided.	Required	NC		MF	SF	Family	Elder	Homeless	
The bathroom on an accessible level of the unit shall have clear floor space at sink of at least 30 inches by 48 inches. Sink and vanity cabinet must permit clear floor space.	Required	NC		MF	SF	Family	Elder	Homeless	
Bathrooms will have reinforced walls for future installation of horizontal grab bars around toilets, tub/shower units, and showers.	Required	NC		MF	SF	Family	Elder	Homeless	

DRAFT FEATURES AND AMENITIES TEMPLATE

ALL FEATURES AND AMENITIES		Required or Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points
	All bathroom sinks, bathtubs, and tub/shower faucets must have anti-scald features and lever handles	Required	NC		MF	SF		Family	Elder	Homeless	
	All kitchen faucets must have lever handles and an anti-scald feature.	Required	NC		MF	SF		Family	Elder	Homeless	
	Mid-point on light, fan switch plates, and thermostats shall not be more than 48 inches above finished floor level.	Required	NC		MF	SF		Family	Elder	Homeless	
	Switches for lights and fans shall be toggle, rocker, and/or touch-sensitive.	Required	NC		MF	SF		Family	Elder	Homeless	
	Mid-point on electrical outlets, phone jacks, and data ports shall be located no less than 18 inches above finished floor level with exception of those electrical outlets, phone jacks, and data points around cabinetry and electrical outlets for major appliances such as stoves, refrigerators, and washers and dryers.	Required	NC		MF	SF		Family	Elder	Homeless	
	There shall be at least one four-plex electrical outlets in all bedrooms for electrical equipment such as computers, printers, radios and medical/personal care equipment.	Required	NC		MF	SF		Family	Elder	Homeless	
	Electrically-wired door bell accessible to a seated person at the entrance of the unit, not more than 48 inches from finished floor of primary entry door.	Required	NC		MF	SF		Family	Elder	Homeless	
	Lighting is required inside and outside of primary entrance door.	Required	NC		MF	SF		Family	Elder	Homeless	
	All living spaces, including hallways, within the unit shall be equipped with overhead lighting operated by a wall switch.	Required	NC		MF	SF		Family	Elder	Homeless	

Required Rehab Universal Design and Visitability Features:		Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points
	Applicant commits to provide feasible universal design and visitability features outlined in Part B.1. of the Manual as determined by a capital needs assessment performed during credit underwriting.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	

Additional Required Features in Elderly New Construction Developments:		Required	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points
	Roll-in showers in 15 percent of the new construction units, of which one-third may be walk-in type shower stalls with permanently affixed seat which meet or exceed the Uniform Federal Accessibility Standards.	Required	NC		MF	SF	Preservation		Elder		
	Horizontal grab bars in place around each tub and/or shower which meet or exceed the Universal Federal Accessibility Standards.	Required	NC		MF	SF	Preservation		Elder		



**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
	Horizontal grab bars in place around each toilet which meet or exceed the Universal Federal Accessibility Standards.	Required	NC		MF	SF	Preservation		Elder		
	Roll-out shelving or drawers in all bottom bathroom vanity cabinets.	Required	NC		MF	SF	Preservation		Elder		
	Adjustable shelving in master bedroom closets (shelving must be re-adjustable by resident).	Required	NC		MF	SF	Preservation		Elder		
	Roll-out shelving or drawers in at least one bottom kitchen cabinet.	Required	NC		MF	SF	Preservation		Elder		

<b>Additional Required Features in Elderly Rehabilitation Developments:</b>		<b>Required</b>		<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>		<b>Elder</b>		
	Roll-in showers in 10 percent of rehabilitation units, of which half may be walk-in type shower stalls with permanently affixed seat which meet or exceed the Uniform Federal Accessibility Standards.	Required		R	MF	SF	Preservation		Elder		
	Thermostat placed at 48 inches maximum height.	Required		R	MF	SF	Preservation		Elder		
	Carpeting and/or non-skid flooring in all living areas, including entrance foyer.	Required		R	MF	SF	Preservation		Elder		
	Carpeting shall be low pile or tight-napped and tile, hardwood, or laminate flooring shall be non-skid and non-glossy.	Required		R	MF	SF	Preservation		Elder		
	36 inch entrances on all exterior doors.	Required		R	MF	SF	Preservation		Elder		
	All wall electrical outlets placed between 18 and 48 inches above the floor.	Required		R	MF	SF	Preservation		Elder		
	Scald control valves on all bathtub and shower faucets.	Required		R	MF	SF	Preservation		Elder		
	Entrance door must have two peepholes, one at standing eye level and one at seated eye level, not more than 43 inches from the bottom of the door.	Required		R	MF	SF	Preservation		Elder		
	Switches for each light and each fan throughout the unit shall be toggle, rocker and/or touch-sensitive.	Required		R	MF	SF	Preservation		Elder		
	Adjustable shelving in master bedroom closets which can be readjusted by resident.	Required		R	MF	SF	Preservation		Elder		
	Lever-action handles on all doors in units and public areas.	Required		R	MF	SF	Preservation		Elder		
	Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds the Universal Federal Accessibility Standards.	Required		R	MF	SF	Preservation		Elder		
	Roll-out shelving or drawers in all bottom bathroom vanity cabinets.	Required		R	MF	SF	Preservation		Elder		
	Roll-out shelving or drawers in at least one bottom kitchen cabinet.	Required		R	MF	SF	Preservation		Elder		

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
<b>Optional General Features and Amenities for all New Construction and All Rehabilitation Units:</b>		Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	9 max
Ceramic tile bathroom floors in all units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2	
Microwave oven in each unit.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	1	
Marble window sills in all units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	1	
Steel exterior entry door frames for all units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	1	
At least 1 1/2 bathrooms (one full bath and one with at least a toilet and sink) in all 2-bedroom new construction units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2	
Double compartment kitchen sink in all units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	1	
Pantry in kitchen area in all new construction units - must be no less than 20 cubic feet of storage space.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2	
Garbage disposal in all units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	1	
New kitchen cabinets and counter top(s) in all rehabilitation units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	3	
New bathroom cabinet(s), excluding medicine cabinet, in all rehabilitation units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	1	
New plumbing fixtures in kitchen and bathroom(s) in all rehabilitation units (minimum of new sink and faucets in kitchen and minimum of new tub, toilet, sink and faucets in bathroom(s)).	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	3	

<b>Optional Features and Amenities for All Developments Except SRO</b>		Optional	NC	R	MF	SF	Preservation	Family	Elder		12 max
30 year expected life roofing on all buildings.	Optional	NC	R	MF	SF	Preservation	Family	Elder			2
Gated community with "carded" or "touchpad" entry or security guard, or if 2 or more stories, "carded" or "touchpad" secure entry to each building.	Optional	NC	R	MF	SF	Preservation	Family	Elder			2
Emergency call service in all units.	Optional	NC	R	MF	SF	Preservation	Family	Elder			3
Exercise room with appropriate equipment.	Optional	NC	R	MF	SF	Preservation	Family	Elder			1
Community center or clubhouse.	Optional	NC	R	MF	SF	Preservation	Family	Elder			3
Swimming pool.	Optional	NC	R	MF	SF	Preservation	Family	Elder			2
Playground/tot lot, accessible to children with disabilities.	Optional	NC	R	MF	SF	Preservation	Family	Elder			2
Car care area (for car cleaning/washing/vacuuming).	Optional	NC	R	MF	SF	Preservation	Family	Elder			1
Two or more parking spaces per total number of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder			1

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>	
	Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least 3 permanent picnic tables with benches and an adjoining permanent outdoor grill.	Optional	NC	R	MF	SF	Preservation	Family	Elder		1	
	Library consisting of a minimum of 100 books and 5 current magazine subscriptions.	Optional	NC	R	MF	SF	Preservation	Family	Elder		1	
	Computer lab on-site with minimum one computer per 30 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer.	Optional	NC	R	MF	SF	Preservation	Family	Elder		1	
	Each unit wired for high speed internet.	Optional	NC	R	MF	SF	Preservation	Family	Elder		1	
	Recreational Facilities:	Outside recreation facility consisting of shuffleboard court and appropriate equipment, bocce ball court or lawn bowling court and appropriate equipment, tennis court, full basketball court or volleyball court.	Optional	NC	R	MF	SF	Preservation	Family	Elder		2
		<b>OR</b>	Optional	NC	R	MF	SF	Preservation	Family	Elder		
		Outside recreation facility. Applicant must identify two (2) separate facilities here:	Optional	NC	R	MF	SF	Preservation	Family	Elder		2
	Laundry facilities within each unit	Laundry hook-ups and space for full-size washer and dryer inside each unit.	Optional	NC	R	MF	SF	Preservation	Family	Elder		1
		<b>OR</b>	Optional	NC	R	MF	SF	Preservation	Family	Elder		
		Dryer and Energy Star qualified washer and dryer in a dedicated space with hook-ups within each unit, provided at no charge to the resident during the term of any lease.	Optional	NC	R	MF	SF	Preservation	Family	Elder		3
	Community Laundry	Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on site - minimum 1 washer and 1 dryer for every 12 units.	Optional	NC	R	MF	SF	Preservation	Family	Elder		1
		<b>OR</b>	Optional	NC	R	MF	SF	Preservation	Family	Elder		

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>			<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
Facilities	Laundry facilities with full-size dryer and Energy Star qualified washers available in at least one common area on every floor if Development consists of more than one story - minimum 1 washer and 1 dryer for every 12 units.		Optional	NC	R	MF	SF	Preservation	Family	Elder		2

<b>Single Family Rental, Duplexes, or Quadraplexes:</b>			<b>Required</b>	<b>NC</b>	<b>R</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	
	Garage for each unit which consists of a permanent, fully encloseable structure designed to accommodate one or more automobiles, either attached to the unit or detached but located on the same property, provided at no charge to the resident.		Required	NC	R	SF	Preservation	Family	Elder	Homeless	3
	Carport for each unit which consists of a permanent covered and paved area, attached to the unit and designed to accommodate one or more automobiles, provided at no charge to the resident.		Required	NC	R	SF	Preservation	Family	Elder	Homeless	2
	Fenced back yard for each unit which consists of a portion of the property behind each unit that is enclosed by a wood, privacy or chain link fence of a minimum height of 48". Direct access to the fenced back yard for each unit must be afforded solely by a door from that unit and no other unit.		Required	NC	R	SF	Preservation	Family	Elder	Homeless	2

<b>Optional Features and Amenities for SRO Developments:</b>			<b>Optional</b>		<b>MF</b>	<b>SF</b>			<b>Homeless</b>	<b>12 max</b>
	30 year expected life roofing on all buildings		Optional		MF	SF			Homeless	2
	Gated community with "carded" or "touchpad" entry or security guard, or if 2 or more stories, "carded" or "touchpad" secure entry to each building.		Optional		MF	SF			Homeless	2
	Emergency call service in all units.		Optional		MF	SF			Homeless	3
	Exercise room with appropriate equipment.		Optional		MF	SF			Homeless	1
	Secure, enclosed bicycle storage provided at no charge to the resident.		Optional		MF	SF			Homeless	1
	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.		Optional		MF	SF			Homeless	1

DRAFT FEATURES AND AMENITIES TEMPLATE

ALL FEATURES AND AMENITIES		Required or Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points	
	Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least 3 permanent picnic tables with benches and an adjoining permanent outdoor grill.	Optional			MF	SF				Homeless	1	
	Library consisting of a minimum of 100 books and 5 current magazine subscriptions.	Optional			MF	SF				Homeless	1	
	Computer lab on-site with minimum one computer per 30 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer.	Optional			MF	SF				Homeless	1	
	Recreational Facilities:	Outside recreation facility consisting of shuffleboard court and appropriate equipment, bocce ball court or lawn bowling court and appropriate equipment, tennis court, full basketball court or volleyball court.	Optional			MF	SF				Homeless	2
		<b>OR</b>	Optional			MF	SF				Homeless	
		Outside recreation facility. Applicant must identify two (2) separate facilities here:	Optional			MF	SF				Homeless	2
	Unit Laundry Facilities:	Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on site - minimum 1 washer and 1 dryer for every 12 units.	Optional			MF	SF				Homeless	1
		<b>OR</b>	Optional			MF	SF				Homeless	
		Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on every floor if Development consists of more than one story - minimum 1 washer and 1 dryer for every 12 units.	Optional			MF	SF				Homeless	2

Optional Universal Design and Visitability Unit Features in at least 15 percent of units:		Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	10
	Hallways shall be at least 40 inches wide in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	Turning space in living areas and bedrooms shall be at least 60 inches in diameter (5 feet) in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
	If accessible bathroom has a bathtub/shower combination, clear floor space of at least 30 by 48 inches shall be provided in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	Horizontal grab bars in place around each tub and/or shower which meet or exceed the Universal Federal Accessibility Standards in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	The accessible bathroom toilet must be between 17 and 19 inches in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	All cabinet drawer and door handles in kitchen and bathroom shall be looped or D-Shaped type in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	Kitchens must have at least 30 inches by 48 inches clear floor space at each fixture and appliance. Clear floor space must be positioned either parallel or perpendicular to and centered on the fixture or appliance in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	At least one section of kitchen countertop shall provide a clear continuous work surface in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	The kitchen sink shall have knee clearance of at least 27 inches high and 30 inches wide in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides in at least 15 percent of units.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	
	Electrically wired smoke detector alarms with a battery backup feature shall be provided. A smoke detector, wired to the building's electrical system, with a visual alarm component shall be provided upon request from a hearing impaired tenant. Landlords shall notify deaf or hearing-impaired tenants of the availability of smoke detectors with visual alarm.	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	

<b>Threshold Energy Features for all New Construction Units:</b>		<b>Required</b>	<b>NC</b>	<b>MF</b>	<b>SF</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
	Each unit must meet the requirements of Energy Star New Homes per the Energy Star Qualified Homes Florida Builder Option Package. Each unit must achieve a Home Energy Rating System (HERS) Index of 77 or lower.	Required	NC	MF	SF	Family	Elder	Homeless	

DRAFT FEATURES AND AMENITIES TEMPLATE

ALL FEATURES AND AMENITIES		Required or Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points	
	<b>OR</b>	Required	NC		MF	SF		Family	Elder	Homeless		
	Units in buildings that are not eligible for Energy Star New Homes must include, at a minimum, the following:	Required	NC		MF	SF		Family	Elder	Homeless		
	Energy Star qualified refrigerator	Required	NC		MF	SF		Family	Elder	Homeless		
	Energy Star qualified dishwasher	Required	NC		MF	SF		Family	Elder	Homeless		
	Water Heater Choice:	Gas Water Heating - 40 gallons equals .61 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Gas Water Heating - 60 gallons equals .57 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Gas Water Heating - 80 gallons equals .53 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Electric Water Heating - 40 gallons equals .93 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Electric Water Heating - 60 gallons equals .92 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Electric Water Heating - 80 gallons equals .89 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Tankless Gas Water Heater with a minimum .80 energy factor	Required	NC		MF	SF		Family	Elder	Homeless	
		Boiler or hot water maker <300,000 Btu/h: 85% Et (thermal efficiency)	Required	NC		MF	SF		Family	Elder	Homeless	
		Boiler or hot water maker 300,000 Btu/h or higher: 80% Et (thermal efficiency)	Required	NC		MF	SF		Family	Elder	Homeless	
		Energy Star qualified ceiling fans with lighting fixtures in bedrooms.	Required	NC		MF	SF		Family	Elder	Homeless	
	Air Conditioning Choice:	Air Conditioning - in-unit air conditioning: minimum 14 SEER	Required	NC		MF	SF		Family	Elder	Homeless	
		Air Conditioning - central chiller AC system 0-65 Kbtuh: Energy Star certified	Required	NC		MF	SF		Family	Elder	Homeless	
		Air Conditioning - central chiller AC system >65-135 Kbtuh: 11.3 EER/11.5 IPLV	Required	NC		MF	SF		Family	Elder	Homeless	
		Air Conditioning - central chiller AC system >135-240 Kbtuh: 11.0 EER/11.5 IPLV	Required	NC		MF	SF		Family	Elder	Homeless	

DRAFT FEATURES AND AMENITIES TEMPLATE

ALL FEATURES AND AMENITIES		Required or Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points
	Air Conditioning - central chiller AC system >240 Kbtuh: 10.6 EER/11.2 IPLV	Required	NC		MF	SF		Family	Elder	Homeless	

Threshold Energy Features for all Rehab Units:		Required		R	MF	SF	Preservation	Family	Elder	Homeless	
	Energy Star qualified refrigerator.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
	Energy Star qualified dishwasher.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
	Water Heating Option:	Gas Water Heating - 40 gallons equals .61 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Gas Water Heating - 60 gallons equals .57 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Gas Water Heating - 80 gallons equals .53 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Electric Water Heating - 40 gallons equals .93 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Electric Water Heating - 60 gallons equals .92 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Electric Water Heating - 80 gallons equals .89 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Tankless Gas Water Heater with a minimum .80 energy factor.	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Boiler or hot water maker <300,000 Btu/h: 85% Et (thermal efficiency).	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Boiler or hot water maker 300,000 Btu/h or higher: 80% Et (thermal efficiency).	Required		R	MF	SF	Preservation	Family	Elder	Homeless
	Energy Star qualified ceiling fans with lighting fixtures in bedrooms.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
	Air Conditioning Option:	Air Conditioning - in-unit air conditioning: minimum 14 SEER	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Air Conditioning - central chiller AC system 0-65 Kbtuh: Energy Star certified	Required		R	MF	SF	Preservation	Family	Elder	Homeless
		Air Conditioning - central chiller AC system >65-135 Kbtuh: 11.3 EER/11.5 IPLV	Required		R	MF	SF	Preservation	Family	Elder	Homeless



DRAFT FEATURES AND AMENITIES TEMPLATE

ALL FEATURES AND AMENITIES			Required or Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points
		Air Conditioning - central chiller AC system >135-240 Kbtuh: 11.0 EER/11.5 IPLV	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
		Air Conditioning - central chiller AC system >240 Kbtuh: 10.6 EER/11.2 IPLV	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
		Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
		Seal and insulate heating and cooling system ducts with mastic or metal back tape.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
		<b>OR</b>	Required		R	MF	SF	Preservation	Family	Elder	Homeless	
		Applicant commits to provide feasible energy features outlined in Part III.B.4.b. of the Instructions, as determined by a capital needs assessment performed during credit underwriting for all rehabilitation units.	Required		R	MF	SF	Preservation	Family	Elder	Homeless	

Green Building for New Construction and Redevelopment Developments:			Optional	NC		MF	SF		Family	Elder	Homeless	7 max
		Programmable thermostat in each unit.	Optional	NC		MF	SF		Family	Elder	Homeless	1
		Humidistat in each unit.	Optional	NC		MF	SF		Family	Elder	Homeless	1
		Rainwater harvesting system (reuse for irrigation and/or toilets).	Optional	NC		MF	SF		Family	Elder	Homeless	4
		Water Sense certified dual flush toilets in all bathrooms.	Optional	NC		MF	SF		Family	Elder	Homeless	1
		Light colored concrete pavement instead of or on top of asphalt to reduce heat-island effect.	Optional	NC		MF	SF		Family	Elder	Homeless	1
		Energy Star qualified roof coating.	Optional	NC		MF	SF		Family	Elder	Homeless	1
		Energy Star qualified roofing materials (metal, shingles or tiles).	Optional	NC		MF	SF		Family	Elder	Homeless	2
		Solar water heater (with at least 70% solar fraction).	Optional	NC		MF	SF		Family	Elder	Homeless	4
		Eco-friendly cabinets - formaldehyde free, material certified by the Forest Stewardship Council.	Optional	NC		MF	SF		Family	Elder	Homeless	2
		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.	Optional	NC		MF	SF		Family	Elder	Homeless	3
		Florida Yards and Neighborhoods Certification on all landscaping.	Optional	NC		MF	SF		Family	Elder	Homeless	1
		Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings.	Optional	NC		MF	SF		Family	Elder	Homeless	1

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
<b>Green Building Certification</b>		Optional	NC		MF	SF		Family	Elder	Homeless	10
	U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Certification.	Optional	NC		MF	SF		Family	Elder	Homeless	
	Florida Green Building Coalition (FGBC) Certification.	Optional	NC		MF	SF		Family	Elder	Homeless	
	National Association of Home Builder's National Green Building Standard (NAHB) Certification.	Optional	NC		MF	SF		Family	Elder	Homeless	

<b>Green Building for Rehabilitation and Preservation Developments</b>		Optional		R	MF	SF	Preservation	Family	Elder	Homeless	10 max
	Programmable thermostat in each unit.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2
	Humidistat in each unit.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2
	Water Sense certified dual flush toilets in all bathrooms.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2
	Light colored concrete pavement instead of or on top of asphalt to reduce heat-island effect.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2
	Energy Star qualified roof coating.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2
	Energy Star qualified roofing materials (metal, shingles or tiles).	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	3
	Eco-friendly cabinets - formaldehyde free, material certified by the Forest Stewardship Council.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	3
	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.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	3
	Energy Star rating for all windows in each unit.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	3
	Florida Yards and Neighborhoods Certification on all landscaping.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2
	Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings.	Optional		R	MF	SF	Preservation	Family	Elder	Homeless	2

<b>Resident Programs - Non-Elderly and Non-Homeless Developments:</b>		Optional	NC	R	MF	SF	Preservation	Family			6 max
	Homeownership Opportunity Program - Financial Assistance with Purchase of a Home.	Optional	NC	R	MF	SF	Preservation	Family			2
	Homeownership Opportunity Program - Financial Assistance with Purchase of a Unit in the Development.	Optional	NC	R	MF	SF	Preservation	Family			2
	Afterschool program for children.	Optional	NC	R	MF	SF	Preservation	Family			3
	First time homebuyer seminars.	Optional	NC	R	MF	SF	Preservation	Family			1

DRAFT FEATURES AND AMENITIES TEMPLATE

ALL FEATURES AND AMENITIES		Required or Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	Points
	Literacy training.	Optional	NC	R	MF	SF	Preservation	Family			2
	Employment assistance program.	Optional	NC	R	MF	SF	Preservation	Family			2

Resident Programs - Homeless/SRO and Non-SRO		Optional	NC	R	MF	SF	Preservation			Homeless	6 max
	Staffed Kitchen/Cafeteria	Optional	NC	R	MF	SF	Preservation			Homeless	3
	Daily Activities	Optional	NC	R	MF	SF	Preservation			Homeless	3
	Literacy Training	Optional	NC	R	MF	SF	Preservation			Homeless	2
	Employment Assistance Program	Optional	NC	R	MF	SF	Preservation			Homeless	2

Resident Programs for Elderly Developments		Optional	NC	R	MF	SF	Preservation		Elder		6 max
	Daily Activities	Optional	NC	R	MF	SF	Preservation		Elder		3
	Assistance with Light Housekeeping, Grocery, Shopping and/or Laundry.	Optional	NC	R	MF	SF	Preservation		Elder		1
	Resident Assurance Check-In Program.	Optional	NC	R	MF	SF	Preservation		Elder		2
	Manager On-Site 24 Hours Per Day.	Optional	NC	R	MF	SF	Preservation		Elder		3
	Private Transportation.	Optional	NC	R	MF	SF	Preservation		Elder		3
	Literacy Training.	Optional	NC	R	MF	SF	Preservation		Elder		2
	Computer Training.	Optional	NC	R	MF	SF	Preservation		Elder		2

Resident Programs for Elderly ALF Developments		Optional	NC	R	MF	SF	Preservation		Elder		6 max
	Medication Administration.	Optional	NC	R	MF	SF	Preservation		Elder		3
	Services for People with Alzheimer's Disease and other Related Disorders.	Optional	NC	R	MF	SF	Preservation		Elder		3
	Private Transportation.	Optional	NC	R	MF	SF	Preservation		Elder		3
	Literacy Training.	Optional	NC	R	MF	SF	Preservation		Elder		2
	Computer Training.	Optional	NC	R	MF	SF	Preservation		Elder		2
	Health and Wellness Services and Activities	Optional	NC	R	MF	SF	Preservation		Elder		2
	Mentoring and Intergenerational	Optional	NC	R	MF	SF	Preservation		Elder		2

Resident Programs for All Applicants		Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	8 max
	Health Care	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	Health and Nutrition Classes	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	Mentoring	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	Resident Activities	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2

**DRAFT FEATURES AND AMENITIES TEMPLATE**

<b>ALL FEATURES AND AMENITIES</b>		<b>Required or Optional</b>	<b>NC</b>	<b>R</b>	<b>MF</b>	<b>SF</b>	<b>Preservation</b>	<b>Family</b>	<b>Elder</b>	<b>Homeless</b>	<b>Points</b>
	Financial Counseling	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	English as a Second Language	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	Resident Assistance Referral Program	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	Swimming Lessons	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2
	Life Safety Training	Optional	NC	R	MF	SF	Preservation	Family	Elder	Homeless	2

**Exhibit B**

**Florida Housing Finance Corporation  
Report Format for Past Due Loan, Foreclosure and Financial Monitoring Report**

**Tab 1 - Past Due Loan Report**

Developer Contact	Property Name	Developer Name	Affiliate/ Financial Beneficiary/ Principal	Funding Source(s) (List each source. Use following example to format "SAIL 1996S-009".)	County	Original Loan Amount (If more than 1 source list each amount. Use following example to format "\$2,900,000.00".)	Lien Position	Servicer/ Trustee	Comments (Comments should begin with funding source ie. "MMRB" not Bond.)

**Tab 2 - Foreclosure Report**

Developer Contact	Property Name	Developer Name	Affiliate/ Financial Beneficiary/ Principal	Funding Source(s)	Original Loan Amount	Lien Position	Principal Amount Charged Off	Comments	Remains Affordable	Units	Set Asides

**Tab 3 - Financial Monitoring**

Developer Name	Property Name	Servicer/ Trustee	Failure to Submit	Due Date	Comments

**Exhibit C**

**Florida Housing Finance Corporation  
Report Format for Insurance Past Due Report**

<b>Developer Name</b>	<b>Property Name</b>	<b>Funding Source</b>	<b>County</b>	<b>Original Loan Amount</b>	<b>Lien Position</b>	<b>Servicer</b>	<b>Policy Expiration Date</b>	<b>Insurance Type</b>	<b>Coverage Amount</b>	<b>Deductible</b>	<b>Deductible Required</b>	<b>Comments</b>
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**Exhibit D**

**Florida Housing Finance Corporation  
Loan Trial Balance  
For the Quarter Ending**

<b>FHFC Loan Number</b>	<b>Development Name</b>	<b>Note Amount</b>	<b>Closing Date</b>	<b>Maturity Date</b>	<b>Amount Disbursed</b>	<b>Interest Rate</b>	<b>Interest Due Date</b>	<b>Accrued &amp; Unpaid Interest</b>	<b>Unpaid Principal Balance</b>
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**Loans:**

- 1. Only include loans currently outstanding; do not include repayments or foreclosures.**
- 2. Only add a loan when it closes.**
- 3. Separate by loan program.**
- 4. Interest rate should include the base rate and any other applicable rates.**
- 5. Loans to be sorted, within each loan program by loan number.**

FLORIDA HOUSING FINANCE CORPORATION PROGRAM REPORT - SUMMARY

a. Reporting Period From \_\_\_\_\_ Through \_\_\_\_\_ t. Date Prepared \_\_\_\_\_ g. Prepared by \_\_\_\_\_  
 (Month / Day / Year) (Month / Day / Year)

b. Development Name \_\_\_\_\_ h. Preparer's E-mail Address \_\_\_\_\_

c. Key Number \_\_\_\_\_ d. Total Units \_\_\_\_\_ e. County \_\_\_\_\_ i. Preparer's Office Telephone (\_\_\_\_\_) \_\_\_\_\_ EXT. \_\_\_\_\_  
 (Including Area Code)

DATA INPUT NOTE: Enter data only in columns with blue-shaded column headings. Columns with unshaded headings contain formulas that function once the blue-shaded columns are filled.

A. Enter applicable AMI percentage categories, beginning with most restrictive.  
 B. Enter number occupied units per AMI category.  
 C. Enter number vacant units per AMI category.  
 D. Enter total number certified units per AMI category.

AMI Percentage Category	NUMBER OF CERTIFIED UNITS			Total by AMI Category
	Occupied	Certified Vacant	=	
%		+	=	
%		+	=	
%		+	=	
%		+	=	
TOTAL		+	=	

B. Enter number occupied units per occupancy type. C. Enter number non-certified vacant units per previous use type. Total non-certified vacant (occupied and vacant) per use type.

	NUMBER OF UNITS			Total
	Occupied	Vacant	=	
Exempt Management		+	=	
Exempt Security		+	=	
Market Units		+	=	
Never Rented				
Occupied: Noncertified				
Vacant: Other				
Modal				
Other Use				
TOTAL		+	=	

To determine Total Occupied: Add Section 1, Column B Total to the Section 2, Column B Total.  
 To determine Total Vacant: Add Section 1, Column C Total to the Section 2, Column C Total.  
 Add Total Occupied to Total Vacant to determine Total Units.  
 Divide Total Occupied by Total Units to determine Percent Occupied.

TOTAL OCCUPIED	TOTAL VACANT	TOTAL UNITS	PERCENT OCCUPIED
	+	=	

Developments participating in multiple programs may have different requirements for each program; complete all that apply. Use this section to show compliance for all relevant programs.

Enter applicable AMI percentage categories, beginning with the most restrictive.

AMI Percentage Category	Actual		Required		Actual	Actual
	Set-Aside Units	Set-Aside Percentage	Required	Set-Aside Percentage		
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
TOTAL		%		%	%	%

AMI Percentage Category	Actual		Required		Actual	Actual
	Set-Aside Units	Set-Aside Percentage	Required	Set-Aside Percentage		
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
TOTAL		%		%	%	%

AMI Percentage Category	Actual		Required		Actual	Actual
	Set-Aside Units	Set-Aside Percentage	Required	Set-Aside Percentage		
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
TOTAL		%		%	%	%

AMI Percentage Category	Actual		Required		Actual	Actual
	Set-Aside Units	Set-Aside Percentage	Required	Set-Aside Percentage		
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
%		%		%	%	%
TOTAL		%		%	%	%

AMI Percentage Category	Actual	Required	Actual
Set-Aside Units	Set-Aside Percentage	Required	Set-Aside Percentage
%			%
%			%
%			%
%			%
TOTAL			%





**Florida Housing Finance Corporation  
Program Report - Recap of Tenant Income Certification Information**

Development Name: \_\_\_\_\_ Total Units: \_\_\_\_\_ County: \_\_\_\_\_ Preparer: \_\_\_\_\_ Reporting Period: From: \_\_\_\_\_ Through: \_\_\_\_\_  
(Month / Day / Year) (Month / Day / Year)

Key Number: \_\_\_\_\_ Date Prepared: \_\_\_\_\_ Preparer's E-mail: \_\_\_\_\_ Preparer's Telephone: (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

1		2		3		4			5			6		7						8	9	10	11	12	13		14			15	16	17					
a	b			a	b	c	a	b				a	b	c	d	e	f	Total		AMI Percentage		Demographic	a	b	a	b	c	d									
Building Designation or Federal BIN	Unit Identification	Household Name or Unit Classification Code		Move-In, Initial Cert., or Move-Out Date	Next Recert Due Date	Most Recent FHFC Income Certification			Are ALL Occupants Full-time Students?			Number of Household Members						Household Income From All Sources	Income Limit	Category of Certified Units (Occupied and Vacant)	Other (enter all that apply)	Category or Special Set Aside	HOME Rent Type	Rent AMI Percent Category	Nmbr of Bedrms in Unit	Dollar Amount of Monthly Rent		Tenant or Project Based Assist.	Utility Allow.	Total Tenant Payt	Rent Limit						
		Effective Date	Type	Attached (Y)	(Y or N)	Explanation (# or NA)	Total	With Income	0-17	18-54	55-61	62+	AMI	AMI	Hsehd-Paid Rent	Rental Assistance																					
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All households at lease renewal		Enter information for all qualified (certified) households, both at Initial Certification and at Annual Recertification																				New households only. Retain the information upon recertification														
18		19																				20				21										
a	b	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v	w	a	b	c	d	e	f	a	b	c			
Rent Concession		Household Elected to Not Participate	Characteristic Information by Number of Persons in Household by Race and by Hispanic Ethnicity																								Enter for Member Listed as Head of Household				Enter an X if ANY member:					
Total Amount	Lease Term (in months)		Amer. Indian or Alaska Native		Asian		Black		Native Hawaiian or Pacific Islander		White		Amer. Indian or AK Native & White		Asian and White		Black and White		Amer. Indian or AK Native & Black		Asian and Black		Other Multiple Race Combination		Prior Housing Information		Current Employment		Primary Transportation Mode	Receives Medicare Benefits	Receives Medicaid Benefits	Is a Person With a Disability				
			Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic	Monthly Pmt Amt	ZIP Code	Occupation Code	ZIP Code	Mode	Benefits	Benefits	Disability		
1																																				
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**Tenant Income Certification**

**FLORIDA HOUSING FINANCE CORPORATION  
TENANT INCOME CERTIFICATION**

Initial Certification     Recertification     Other \_\_\_\_\_  
*Indicate Type*

**Enter Full Date (mm/dd/yyyy)**  
Effective Date: \_\_\_\_\_  
Move-in Date: \_\_\_\_\_

**PART I - DEVELOPMENT DATA**

Key Number \_\_\_\_\_ Development \_\_\_\_\_ County \_\_\_\_\_  
Unit ID: \_\_\_\_\_ BIN # \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_

**PART II - HOUSEHOLD COMPOSITION**

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (mm/dd/yyyy)	Age as of Effective Date	Full Time Student (Y or N)
1			<b>H - Head</b>			
2						
3						
4						
5						
6						
7						
8						

**PART III - GROSS ANNUAL ANTICIPATED HOUSEHOLD INCOME (USE ANNUALIZED AMOUNTS)**

HH Mbr #	(A) Employment or Wages	(B) Social Security/ Pensions	(C) Public Assistance	(D) Other Income	If Other, Indicate Type

Calculate sum of (A) through (D), above **(E) TOTAL ANTICIPATED INCOME:** \$ -

**PART IV - CASH VALUE OF ASSETS AND ANNUALIZED ANTICIPATED HOUSEHOLD INCOME FROM ASSETS**

HH Mbr #	(F) C / I	(G) Checking	(H) Savings	(I) CD	(J) Other	If Other, Indicate Type	(K) Asset Income

(L) TOTAL CASH VALUE: Calculate sum of (G) through (J) above: \$ -

(M) Total Anticipated Actual Asset Income: \$ -

(N) Enter Item (L) amount if total exceeds \$5,000: \$ - X Passbook Rate 2.00% = (O) Imputed Income: \$ -

**(P) TOTAL INCOME FROM ASSETS:** Enter the greater of Item (M) or Item (O) \$ -

**PART V - (Q) TOTAL HOUSEHOLD INCOME FROM ALL SOURCES - Add (E) + (P)** \$ -

**HOUSEHOLD CERTIFICATION AND SIGNATURES**

The information on the form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated gross annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature \_\_\_\_\_ (Date) \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_  
Signature \_\_\_\_\_ (Date) \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_

**Tenant Income Certification**

<b>PART VI - STUDENT STATUS</b>																																										
Is every household member a full-time student? <i>(refer to Part II)</i> _____ Yes      _____ No  If YES, enter Student Explanation number      _____	<b>Student Explanation</b> 1 TANF assistance 2 Job training program 3 Single parent / dependent child 4 Married / joint return 5 Former foster child in transition to independence																																									
<b>PART VII - PROGRAM NAME</b>	<b>PART VIII - DETERMINATION OF INCOME ELIGIBILITY</b>																																									
<p style="text-align: center;"><b>Indicate AMI category served by household for set-aside requirement of each Florida Housing program</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center;">AMI <u>Category</u></th> <th style="width: 20%; text-align: center;">CAP **</th> <th style="width: 30%;"></th> </tr> </thead> <tbody> <tr> <td>MMRB</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>** Upon</td> </tr> <tr> <td>SAIL</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>recertification the</td> </tr> <tr> <td>Housing Credit</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>household</td> </tr> <tr> <td>HOME</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>exceeded the</td> </tr> <tr> <td>AHL</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>income cap</td> </tr> <tr> <td>HUD Risk Sharing</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>according to</td> </tr> <tr> <td>SHIP</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>program(s)</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>eligibility</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>requirements.</td> </tr> </tbody> </table>		AMI <u>Category</u>	CAP **		MMRB	_____ %	_____	** Upon	SAIL	_____ %	_____	recertification the	Housing Credit	_____ %	_____	household	HOME	_____ %	_____	exceeded the	AHL	_____ %	_____	income cap	HUD Risk Sharing	_____ %	_____	according to	SHIP	_____ %	_____	program(s)	_____	_____ %	_____	eligibility	_____	_____ %	_____	requirements.	Current total household income      \$ _____ <i>(refer to Part V)</i>  <b>Most restrictive AMI category met by household</b> <i>(refer to Part VII)</i> _____ AMI %      Current Income Limit      \$ _____  <b>Recertification only</b> Household size at move in      _____ Total household income at move in      \$ _____ Current Income Limit x 140%      \$ _____ Household income exceeds 140% at Recertification: _____ Yes      _____ No	
	AMI <u>Category</u>	CAP **																																								
MMRB	_____ %	_____	** Upon																																							
SAIL	_____ %	_____	recertification the																																							
Housing Credit	_____ %	_____	household																																							
HOME	_____ %	_____	exceeded the																																							
AHL	_____ %	_____	income cap																																							
HUD Risk Sharing	_____ %	_____	according to																																							
SHIP	_____ %	_____	program(s)																																							
_____	_____ %	_____	eligibility																																							
_____	_____ %	_____	requirements.																																							
<b>PART IX - RENT</b>																																										
Rental Assistance      \$ _____ If Section 8, indicate assistance type: Tenant Based      _____ Project Based      _____ Utility Reimbursement      \$ _____ Tenant-Paid Rent      \$ _____ <i>(include non-optional charges)</i> Utility Allowance      \$ _____ <b>TOTAL TENANT PAYMENT</b> <i>(Tenant paid rent plus utility allowance)</i> \$ _____	Unit meets ELI / Housing Credit / HUD Risk Sharing rent restriction at AMI Category      _____ % Unit meets HOME Program rent restriction at      _____ Number of bedrooms in this unit      _____ Current rent limit for this unit      \$ _____ <i>(Refer to applicable schedule of maximum allowable rents)</i> <b>Rent Concession - throughout current lease</b> Total Amount      \$ _____ Lease Term      _____ <i>(in months)</i>																																									
<b>PART X - CATEGORICAL OR PUBLIC PURPOSE SET ASIDE OR TARGETING</b>																																										
<p style="text-align: center;"><b>Requirement Types</b> (Select ALL that apply to this household)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 33%;">_____ Commercial fishing worker</td> <td style="width: 33%;">_____ Elderly</td> <td style="width: 33%;">_____ Family (SAIL only)</td> </tr> <tr> <td>_____ Farmworker</td> <td>_____ Homeless (SAIL only)</td> <td>_____ Prior substandard (MMRB only)</td> </tr> <tr> <td>_____ Rental Assistance (MMRB only)</td> <td>_____ Special Needs</td> <td>_____ Number of BR's (MMRB only)</td> </tr> </tbody> </table>			_____ Commercial fishing worker	_____ Elderly	_____ Family (SAIL only)	_____ Farmworker	_____ Homeless (SAIL only)	_____ Prior substandard (MMRB only)	_____ Rental Assistance (MMRB only)	_____ Special Needs	_____ Number of BR's (MMRB only)																															
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_____ Rental Assistance (MMRB only)	_____ Special Needs	_____ Number of BR's (MMRB only)																																								
<b>SIGNATURE OF OWNER REPRESENTATIVE</b>																																										

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of the program(s) indicated in Part VII, and the Extended Use Agreement and/or Land Use Restriction Agreement (if applicable), to live in a unit in this Development.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Tenant Income Certification**

**PART XI - STATISTICAL DATA**

**Note:** Information in this Part XI is gathered for statistical use only. No resident is required to give such information unless they desire to do so.

Refusal to provide information in this Part will not affect any rights the household has as residents. There is no penalty for households that do not complete the form.



**New Households**

**Prior Housing Information**

*(Answer for household head)*

Monthly rent payment \_\_\_\_\_  
 Monthly house payment \_\_\_\_\_  
 ZIP Code \_\_\_\_\_

**All Households**

**Current Employment**

*(Answer for household head)*

Occupation \_\_\_\_\_  
 ZIP Code \_\_\_\_\_

**Primary Transportation Mode**

*(Answer for household head)*

Motor vehicle \_\_\_\_\_  
 Public transportation \_\_\_\_\_  
 Other \_\_\_\_\_

**Additional Household Information**

A member of the household:

*(Check all that Apply)*

Receives Medicare benefits \_\_\_\_\_  
 Receives Medicaid benefits \_\_\_\_\_  
 Is a Person With a Disability \* \_\_\_\_\_

American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
Asian <i>and</i> Black or African American		
Other mutiple race combination		
<b>TOTALS</b>		

**\* Definitions**

- Person With a Disability      A person who has a mental or physical impairment that substantially limits one or more of such person's \* Major Life Activities; has a record of such impairment; or is regarded as having such an impairment.
- Major Life Activities      Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, sitting, standing, lifting, reaching, thinking, concentrating, reading, interacting with others, learning, sleeping and working.
- Hispanic or Latino      A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- Not-Hispanic or Latino      A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- American Indian or Alaska Native      A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian      A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American      A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
- Native Hawaiian or Other Pacific Islander      A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White      A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Transmittal Date

Owner Contact Name  
Company Name  
Mailing Address  
City, State ZIP

Re: Management Review and Physical Inspection  
Development Name Program ID Number(s)  
Date of Review

Dear \_\_\_\_\_:

Enclosed you will find your copy of the above referenced Management Review and Physical Inspection. Please sign and date a copy and return it to \_\_\_\_\_, no later than \_\_\_\_\_. A written response addressing each section of the Review stating how the discrepancies / comments have been corrected is due no later than \_\_\_\_\_, to the following:

Monitoring Agent Contact	Robin Grantham
Title	Compliance Monitoring Administrator
Monitoring Agent Organization	Florida Housing Finance Corporation
<u>E-mail Address</u>	<u><a href="mailto:compliancereview@floridahousing.org">compliancereview@floridahousing.org</a></u>

It was a pleasure visiting your property. Should you have any questions or concerns regarding the Review and Inspection, please give me a call.

Sincerely,

(Electronic Signature)

Monitoring Agent Contact  
Title

cc: Robin Grantham  
Management Company Contact  
Manager  
Additional Interested Party Contact  
Other Contacts

<b>Manager Name/Property Name and Address:</b>				<b>Property Number(s):</b>				<b>Date of Review:</b>					
				<b>Type of Review:</b>				<b>Type of Property:</b>					
				<input type="checkbox"/> Initial <input type="checkbox"/> Annual # of this review _____		<input type="checkbox"/> Follow-Up # of this Follow-Up Review _____		Date of Original Review _____		<input type="checkbox"/> FDIC <input type="checkbox"/> MFRB <input type="checkbox"/> S.A.I.L. <input type="checkbox"/> HC <input type="checkbox"/> HOME <input type="checkbox"/> AHL			
<b>Management Agent Name and Address:</b>				<b># of Units in Property</b>		<b># of Units Inspected</b>		<b># of Files Examined</b>		<b>% of Files Examined</b>			
				Total:		Total:		<b># of Buildings in the Property:</b>					
				Occupied:		Occupied:		Vacant:		Residential:		Non-Residential:	
<b>Owner Contact Name and Address:</b>				<b>Set Aside Requirement(s):</b>									
<b>A. Examination of Records</b>				S	U	See Comments	<b>B. Administrative Procedures</b>				S	U	See Comments
1. Tenant Files and Records							1. Tenant Selection & Orientation						
2. Applications and Processing							2. Maintenance Program						
3. Rents							3. Security Program						
4. Verifications of Income							4. Vacancy & Occupancy Date of Review						
5. Income Certification/Recertification							5. Organization and Supervision						
6. Leases							6. Staffing						
7. Next Available Unit Documentation							7. Office Hours						
8. Tenant Programs & Services							8. Operating Procedures and Manuals						
9. Tenant File Discrepancies							9. Training						
10. Public Policy Options							10. Advertising						
11. Rent Roll							11. Affirmative Fair Housing Marketing Plan						
12. Program Reports							12.						
13. Regulatory Agreements (LURA / EUA)							13.						
14. Utility Allowance							14.						
<b>C. Physical Inspection</b>													
<b>Interior Items</b>				Unit Equipped With	See Comments	<b>Miscellaneous Items</b>				Property Equipped With	See Comments		
1. Refrigerator, Range/Oven w/Fan/Hood						1. Laundry Room(s)							
2. Dishwasher						2. Benches, Picnic Area							
3. Disposal						3. Storage, Utility Building(s)							
4. Floors, Carpets, Tiles, Vinyl						4. Mail Kiosk							
5. Cabinet Doors, Hardware						5. Project Signs with HUD Logo							
6. Blinds						6. Office/Community Room/Great Room/Health Room							
7. Smoke Alarm						7. Swimming Pool							
8. Ceiling Fan(s)						8. Handicapped Accessible Restrooms in Clubhouse							
9. Microwave Oven						9. Exercise Room							
10. Washer/Dryer Connections						10. Maintenance Room							
11. Fire Extinguishers						11. Gardening Area							
12. Kitchen Pantry						12. Shuffleboard Court							
13. Electrical Fixtures						13. Covered Parking Area (s)							
14. Plumbing Fixtures						14. Security Systems							
15. Heating & Air Conditioning						15. Fitness Trail							
16. Painting						16. Car Care Area							
17. Ceilings						17. Racquetball Court							
18. Cable Hookups						18. Transportation Available							
19. Thermostat						19. Card Operated Gate							
20. Double Paned Glass						20. Basketball Court(s)							
21. Cross Ventilation						21. Gazebo							
22. Security Features - Peephole, Deadbolt						22. Storage area for agricultural/fishing on site							
23. Roll-in shower in two units						23. Grab bars in the exterior Hallways							
24. Lever Action Faucets in all units						24. 291 Parking Spaces & 7 Handicapped Spaces							
25. Lever Action Doors in all units						25. Handicapped Accessible Routes of Travel							
26. Emergency Call Service in all Units						26. All Ground Floor Units Handicapped Accessible							
27. 2 Bathrooms in all 2 Bedroom Units						27.							
28.						28.							



<b>Property Name:</b>		<b>Property Number(s):</b>		<b>Date of Review:</b>				
<b>C. Physical Inspection (con't)</b>								
<b>Exterior Items</b>		Inspected	See Comments	<b>Visual Inspection</b>		S	U	See Comments
1. Exterior Walls				1. Occupied Unit Inspection				
2. Exterior Painting				2. Vacant Unit Preparation				
3. Roofs, Flashings, Vents				3. General Physical Condition				
4. Gutters and Downspouts				4. On-Site Office Administration				
5. Drives, Parking Lots, Paving & Curbs				5. Use of Community Space				
6. Walks, Steps, Guardrails, Ramps				<b>D. Miscellaneous Observations:</b>				
7. Fences, Walls, Gates				1. Surrounding Neighborhood is: Prosperous <input type="checkbox"/> Average <input type="checkbox"/> Depressed <input type="checkbox"/>  2. This condition is expected to: Improve <input type="checkbox"/> Stay the Same <input type="checkbox"/> Decline <input type="checkbox"/>				
8. Porches, Balconies, Fire Escapes								
9. Doors, Windows, Screens								
10. Lawns & Plantings								
11. Sprinkler & Drainage Systems								
12. Exterior Lighting								
13.								
14.								
0								
0								
Note: Items marked with an "R" are required by the Land Use Restriction Agreement/Extended Use Agreement								
<b>E. Ratings:</b>						<b>Project in Compliance:</b>		
	S	U	See Comments			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
1. Examination of Records								
2. Administrative Procedures								
3. Physical Inspection								
<b>Follow-Up Review Required</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>					
<b>Response Required</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>					
Please acknowledge receipt by signing, dating and returning a copy of the Review to the Monitoring Agent no later than : _____  A written response addressing each section of the Review stating how the discrepancies/comments have been corrected is due to Seltzer Management Group, Inc. and to Florida Housing Finance Corporation no later than: _____								
_____ (Agent)				_____ (Property/Company)				
_____ (Signature)				_____ (Signature)				
_____ (Name)				_____ (Name)				
_____ (Title)				_____ (Title)				
_____ (Date)				_____ (Date)				

<b>Item Number</b>	For each "U" or "Comments" marked with an X, describe findings and/or give recommendations for corrections.
	<p data-bbox="248 273 722 310"><b><u>NONCOMPLIANCE SUMMARY</u></b></p> <p data-bbox="248 415 803 453"><b><u>MANAGEMENT REVIEW SUMMARY</u></b></p>

Development Name Here  
Development City/State Here  
Inspection Date Here

1

**COMMENTS**

Description  
BIN & Unit Number, if applicable

2

**COMMENTS**

Description  
BIN & Unit Number, if applicable

3

**COMMENTS**

Description  
BIN & Unit Number, if applicable

4

**COMMENTS**

Description  
BIN & Unit Number, if applicable

5

**COMMENTS**

Description  
BIN & Unit Number, if applicable

6

**COMMENTS**

Description  
BIN & Unit Number, if applicable

Date: Transmittal Date  
 To: Robin Grantham  
 Florida Housing Finance Corporation  
 From: Monitoring Agent Name  
 Monitoring Agent Organization  
 Re: Development Name  
 Program ID Number(s)  
 YYYY Management Review and Physical Inspection  
 Date of Review

The Following is a breakdown of the current rents as of the above Management Review. The Utility Allowance presently in use was effective as follows:

Utility Allowance Source                      Effective Date                      Utility Type(s)

COUNTY:

Unit Type			QTY	Current Rents	Utility Allowance	Gross Rent	Rent Limit	AMI %
Bedrms	Baths	Square Footage						
<b>Total</b>								

If there are questions, please do not hesitate to contact our office.

## **Exhibit B-1**

### **COMPENSATION OF THE SERVICER**

It is understood that compensation to the Servicer shall be paid by Florida Housing or by another paying entity for the services rendered by the Servicer under this Contract in accordance with the following provisions:

1. The Servicer shall be compensated as described in Exhibit B-1, B-2 and C attached hereto. The Servicer shall submit invoices which are payable by Florida Housing to the program contract manager in Section 13 of this Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific Development(s) and Florida Housing Development number(s), the services being invoiced and the period the invoice covers. For fees billed on an hourly base, the invoice must also include the number of hours worked and where (i.e., Servicer's office or Development site) the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Servicer is found to be in non-compliance with Florida laws, Federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.
2. The Servicer shall submit other invoices, payable by the trustee or by Developers, directly to the paying entity, and not to Florida Housing. Each invoice for fees must be in a format that is clearly itemized so that the invoice states the specific services performed, when the services were performed, and by which employees, or classification of employees, the services were performed.
3. Each year, the fee schedule shall be adjusted, but not decreased, annually based on the South Region Consumer Price Index for the twelve month period ending each November 30<sup>th</sup> of the Contract term. This automatic increase shall not exceed 3% of the prior year's fee.
4. The fee schedule is attached and incorporated as Exhibit C.
5. Multiple program fees.
  - a. Credit Underwriting

Credit Underwriting fees shall be invoiced in the following priority:

MMRB  
SAIL  
HOME  
Housing Credit  
EHCL

Whichever program appears first in the list above the credit underwriting fee for that program shall apply and for each subsequent program the multiple program fee for credit underwriting shall apply.

b. Compliance Monitoring

For any and all Developments assigned to the Servicers under this Contract for which Florida Housing's MMRB's are not outstanding, prior to the termination of the compliance period set forth in the Land Use Restriction Agreement (LURA) and/or the Extended Use Agreement (EUA), compliance monitoring fees shall be invoiced in accordance with the fee schedule that was in effect at the time of assignment to the Servicers.

c. Compliance Monitoring for the Housing Credit Program

Notwithstanding, compliance monitoring fees shall be invoiced in the following priority:

MMRB  
SAIL  
HOME  
EHCL

Whichever program appears first in the list above the compliance monitoring fee for that program shall apply and for each subsequent program the multiple program fee for compliance monitoring shall apply.

The multiple program fee for compliance monitoring does not apply to Housing Credit Developments with MMRB.

When a Development has Housing Credits combined with any other program except MMRB, the Housing Credit compliance monitoring fee shall be the primary fee, regardless of timing.

**EXHIBIT B-2**

**HOUSING CREDIT COMPLIANCE MONITORING FEES**

Scope of Work Event	Annual Base Fee Charged will be the fee in effect at the time of and begin billing at the later of indicated event or initial review:	Annual Base Fee Charged will be the fee in effect at the time of and begin billing at the later of indicated event or initial review:
	For Competitive Nine (9) Percent Credits	For Non-Competitive Four (4) Percent Credits with local/county bonds
Initial Review	Preliminary Allocation <sup>1</sup>	Final Allocation <sup>2</sup>
Subsequent Reviews	Final Allocation	Final Allocation

The initial review compliance monitoring fee for competitive (9%) Housing Credits shall be a one-time fee collected from the Developer at preliminary allocation. Subsequent compliance monitoring fees for competitive (9%) Housing Credit shall be calculated and collected from the Developer at final allocation for the entire compliance period.

The compliance monitoring fees for non-competitive (4%) Housing Credits with local tax-exempt bond Developments shall be calculated and collected from the Developer at final allocation for the entire compliance period. The 4% Housing Credit Program is considered the first program for billing purposes.

---

<sup>1</sup> Or upon binding commitment, if applicable.

<sup>2</sup> Per the Scope of Work the initial review for non-competitive (4%) Housing Credits with local/county bonds does not occur until after final allocation.

**2011 Amended Fee Schedule  
Exhibit C**

<b>Service/Activity</b>	<b>HOME</b>	<b>SAIL</b>	<b>HC</b>	<b>EHCL</b>	<b>PLP</b>	<b>Demonstration</b>	<b>MMRB</b>	<b>CWHIP</b>	<b>Supplemental Loans</b>	<b>Multiple</b>	<b>HOP</b>
<b>Real Estate Credit Underwriting</b>							<b>See Footnote 3</b>		<b>See Footnote 4</b>		
<b>Use the fee in effect at the time of:</b>	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins
<b>Billing begins at the time of:</b>	50/50 beginning/final CU	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins	service work begins
Final Underwriting	12,042	12,042	10,837	3,152	n/a	12,042	12,945	12,042	3,855	3,855	n/a
Analytical Review	n/a	n/a	n/a	n/a	4,255	n/a	4,255	n/a	n/a	n/a	437 (See Footnote 6)
Re-underwriting (hourly rate)	157	157	157	157	157	157	157	157	157	157	n/a
Re-underwriting (maximum fee)	6,983	6,983	6,983	1,866	3,494	3,494	6,983	6,983	n/a	n/a	n/a
Preliminary Recommendation Letter (PRL)	n/a	n/a	1,410 (See Footnote 2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Attend Closing	n/a	n/a	n/a	n/a	n/a	n/a	2,108	n/a	n/a	n/a	n/a
Re-marketing and refunding Reviews	n/a	n/a	n/a	n/a	n/a	n/a	12,042	n/a	n/a	n/a	n/a
Ownership Transfer Review (maximum fee)	4,638	4,638	4,638	4,638	4,638	4,638	4,638	4,638	4,638	n/a	n/a
HUD Subsidy Layering Review-not previously underwritten	2,604	n/a	n/a	n/a	n/a	n/a	3,733	n/a	n/a	n/a	n/a
HUD Subsidy Layering Review-previously underwritten	1,562	n/a	n/a	n/a	n/a	n/a	2,126	n/a	n/a	n/a	n/a
Extraordinary Services (hourly rate)	157	157	157	157	157	157	157	157	157	157	n/a
<b>Construction Loan Servicing</b>											
<b>Use the fee in effect at the time of:</b>	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	n/a
<b>Billing begins at the time of:</b>	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	loan closing	n/a
In-house Review (hourly rate)	157	157	157	157	n/a	157	157	157	157	n/a	n/a
In-house Review (maximum fee per draw)	1,927	1,927	n/a	1,927	n/a	1,711	1,927	1,927	1,927	n/a	n/a
On-site Inspection (hourly rate)	157	157	157	157	n/a	157	157	157	157	n/a	n/a
On-site Inspection (Maximum fee per draw)	1,566	1,566	1,566	1,566	n/a	1,566	1,566	1,566	1,566	n/a	n/a
Extraordinary Services (hourly rate)	157	157	157	157	n/a	157	157	157	157	157	n/a
<b>Permanent Loan Servicing</b>											
<b>Use the fee in effect at the time of:</b>	loan closing	loan closing	n/a	loan closing	n/a	n/a	loan closing	loan closing	loan closing	loan closing	n/a
<b>Billing begins at the time of:</b>	See Footnote 1	See Footnote 1	n/a	See Footnote 1	n/a	n/a	See Footnote 1	See Footnote 1	See Footnote 1	See Footnote 1	n/a
Annual Fee (basis points)	25	25	n/a	25	n/a	n/a	2.3	25	n/a	n/a	n/a
Monthly Maximum Fee	751	751	n/a	751	n/a	n/a	751	751	n/a	n/a	n/a
Monthly Minimum Fee	188	188	n/a	188	n/a	n/a	188	188	n/a	n/a	n/a
Extraordinary Services (hourly rate)	157	157	157	157	157	157	157	157	157	157	n/a
<b>Compliance Monitoring</b>											
<b>Use the fee in effect at the time of:</b>	loan closing	loan closing	See Exhibit B-2	n/a	n/a	n/a	loan closing	loan closing	loan closing	See Footnote 5	n/a
<b>Billing begins at the time of:</b>	service work begins	service work begins	See Exhibit B-2	n/a	n/a	n/a	service work begins	service work begins	service work begins	service work begins	n/a
Monthly Base Fee	148 (See Footnote 7)	148 (See Footnote 7)	148 (See Footnote 7)	n/a	n/a	n/a	148 (See Footnote 7)	148 (See Footnote 7)	n/a	n/a	n/a
Monthly Maximum Fee	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Monthly Minimum Fee	229 (See Footnote 7)	229 (See Footnote 7)	229 (See Footnote 7)	n/a	n/a	n/a	229 (See Footnote 7)	229 (See Footnote 7)	n/a	n/a	n/a
Additional Fee per Set-Aside Unit	9 (See Footnote 7)	9 (See Footnote 7)	9 (See Footnote 7)	n/a	n/a	n/a	9 (See Footnote 7)	9 (See Footnote 7)	n/a	n/a	n/a
Follow-up Reviews/Extraordinary Services (hourly rate)	157	157	157	n/a	n/a	n/a	157	157	157	n/a	n/a
Additional Fee for each subsequent program	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	819	n/a
<b>Federal Labor Standards Monitoring</b>											
<b>Use the fee in effect at the time of:</b>	loan closing	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Billing begins at the time of:</b>	first draw	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Annual Rate (basis points)	75	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Monthly Maximum Fee	1,173	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Monthly Minimum Fee	330	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Interviews (per site visit)	300	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Extraordinary Services (hourly rate)	157	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Preconstruction Conference per development	800	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Section 3 Preconstruction Conference per development	250	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Section 3 Monitoring (monthly fee)	100	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Footnote 1: For new construction, Permanent Loan Servicing begins at first CO. For rehab, Permanent Loan Servicing begins with the loan closing.

Footnote 5: Multiple Program Compliance Monitoring fee shall be determined at the loan closing date or pursuant to Exhibit B-2 of this Contract for HC.

Footnote 2: The PRL is required only for competitive housing credits (9%). Therefore, the fee applies only to 9% housing credits.

Footnote 6: Compensation for Borrower Analysis completed by the Servicer shall be paid whether or not the homebuyer closes.

Footnote 3: Fees are based on the outstanding bond balances and are calculated using the language included in the Bond Documents.

Footnote 7: January 1 of each year, the fees shall be adjusted, but not decreased, based on the South Region Consumer Price Index for the twelve month period ending each November 30th. This automatic increase shall not exceed 3% of the prior year's fee.