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MAYFIELD PLACE, LTD. and
MAYFIELD PLACE DEVELOPER, LLC

Petitioner,

FHFC Case No.: 2023-072BP
RFA No.: 2023-205
Application No.: 2024-050SN

vs.

FLORIDA HOUSING FINANCE CORPORATION

_____ /

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

Petitioners, Mayfield Place, Ltd., and Mayfield Place Developer, LLC, by and through undersigned counsel, file this Formal Written Protest and Petition for Formal Administrative Hearing (“Petition”) and pursuant to Sections 120.569 and 120.57(3), Florida Statutes (Fla. Stat.), Chapter 28-106, Florida Administrative Code (“F.A.C.”), and Section Six of the Request for Applications 2023-205 SAIL Financing of Affordable Multifamily Housing Developments to Be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits (the “RFA”). This Petition challenges the intended decision of Respondent, Florida Housing Finance Corporation (“Florida Housing”), to award State Apartment Incentive Loan (“SAIL”) funding in response to the RFA. In support, Petitioners state as follows:

Parties

1. Petitioner Mayfield Place, Ltd., is a Florida limited partnership and the applicant entity for Application No. 2024-050SN (the “Application”). Petitioner Mayfield Place Developer, LLC, is a Florida limited liability company, that is named in the Application and is the developer entity as defined by Florida Housing (collectively, “Mayfield” or “Petitioners”). Rule 67-48.002,

Fla. Admin. Code. For the purposes of this proceeding, Mayfield's address is c/o Manson Bolves Donaldson Tanner, P.A., 109 N. Brush Street, Suite 300, Tampa, Florida 33602. The telephone number is 813-514-4700.

2. Florida Housing is a public corporation created by Section 420.504, Florida Statutes, and is the state agency affected by this Petition. Florida Housing's address is 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301.

Background and the RFA

3. Florida Housing promotes public welfare by administering the financing of affordable housing and is designated as the housing credit agency for the State of Florida in accordance with Section 42(h)(7)(A) of the Internal Revenue Code. §420.5099, Fla. Stat. Florida Housing is responsible for establishing procedures for allocating and distributing low-income housing tax credits, including SAIL funding.

4. Florida Housing has established a competitive solicitation process known as a request for application to assess the relative merits of proposed affordable housing developments in accordance with Chapters 67-48 and 67-60, F.A.C.

5. On July 5, 2023, Florida Housing issued the RFA seeking applications proposing the development of affordable multifamily housing for the family and elderly demographics using SAIL funding in conjunction with tax-exempt bond financing or non-competitive housing credits. RFA §1, p. 2. Florida Housing issued a modified RFA on July 21, 2023.¹

6. The RFA states that Florida Housing expects to award an estimated \$108,344,702.00 of SAIL funding with \$40,802,745.00 distributed for elderly proposed developments and \$67,541,958.00 distributed for family proposed developments (\$33,770,979.00

¹ All references to "the RFA" and citations within the Petition are to the modified RFA that was issued by Florida Housing on or about July 21, 2023.

is reserved for applicants who qualify as self-sourced while \$33,770,979.00 is reserved for applicants who do not qualify as self-sourced). RFA §1, p. 2. It further provides that funding will be distributed as follows: \$56,664,280.00 for large geographic counties; \$40,845,953.00 for medium geographic counties; and \$10,834,470.00 for small geographic counties. *Id.*

7. The RFA sets forth the information that is required to be provided within an application and sets out a general description of proposed developments that will be eligible for funding. Section Five of the RFA specifically identifies how applications will be evaluated and scored by Florida Housing’s Review Committee (the “Review Committee”). This section describes the maximum points an application can receive as well as the scoring and eligibility requirements that applications must meet to be eligible for funding. RFA §5, pp. 94-95.

8. Point items include submission of a principal disclosure form, bookmarking attachments, providing the applicable developer experience criteria, and local government contribution points. RFA § 5, pp. 94-95. For local government contribution points, a new construction applicant located in other counties than Miami-Dade must provide “evidence of a Local Government grant, loan, fee waiver, and/or fee deferral that is effective as of the Application Deadline, is in effect at least through December 31, 2023, and has a value whose dollar amount is equal or greater than the amount listed on the County Contribution List for All Counties Other than Miami-Dade County [for the relevant county]” to receive the maximum five points. RFA §4.11, pp. 83-84. In accordance with the County Contribution List, an applicant with a proposed development in Duval County must show a local government contribution valued at \$75,000.00 or above to receive maximum points. RFA §4.11, p. 88. Applicants that do not list the necessary contribution amount will be scored on a prorated basis.

9. The RFA requires applicants with proposed developments located in counties other than Miami-Dade County to reflect both the total amount of the loan or deferred fee and the value, as in the difference between the face amount and the net present value, of the loan or deferred fee. RFA §4.11, p. 86. The RFA provides examples of calculating the net present value. RFA §4.11, pp. 86-87.

10. An applicant must also provide evidence of the local government contribution through the appropriate Local Government Contribution Form that must be included as Attachment 11 to Exhibit A within the application. RFA §4(11), p. 84.

11. Eligibility items include the selection of a demographic category, identification of the location of the proposed development, identification of whether the proposed development is in a small, medium, or large county, and evidence of site control. RFA §5, p. 92. The RFA also has funding preferences. Applicants meeting the related criteria receive a boost during the ranking and scoring process. For example, applicants were eligible to earn “proximity points” based on the distance between the proposed development to transit and community services, such as public bus stops, pharmacies, and grocery stores. RFA §4.5.e, pp. 27-28.

12. In submitting an application, each applicant certifies that the “Proposed Development funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits and all provisions of Rule Chapters 67-21, F.A.C., 67-48, F.A.C., 67-60, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.” RFA §3, p. 9.

13. Section 5 of the RFA also sets forth the Funding Selection Process. Eligible applications are sorted and ranked in order from highest score to lowest score, with any tie scores separated as follows:

- a. First, by the Application’s Leveraging Classification, applying the multipliers outlined in Item 3 of Exhibit C of the RFA (with

Applications having the Leveraging Level of 1 receiving the highest preference);

- b. By the Applications eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- c. By the Application's eligibility for the Florida Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- d. By lottery number, resulting in the lowest lottery number receiving preference.

RFA §5, p. 98. The funding and county award tally tests are also applied. RFA §5, p. 97.

- 14. Section Five further identifies the RFA's goals to fund at least:
 - 1) two elderly, new construction applications located in a large county, with a preference for at least one Application that qualifies for the Veterans Preference;
 - 2) three family, new construction applications located in a large county, with a preference that at least two applications are from self-sourced applicants;
 - 3) one elderly, new construction application located in a Medium County, with a preference for applications that qualifies for the veterans preference;
 - 4) Two, new construction, applications located in a Medium County, with a preference that at least one application is from a self-sourced applicant; and
 - 5) one application that qualifies for the HUD Choice Neighborhoods Implementation Grant Goal.

Id. After meeting these goals, Florida Housing may fund elderly or family large county, medium county, or small county applications as further described in the RFA.

- 15. The RFA's application deadline was August 3, 2023. RFA p. 1.

16. Florida Housing received 63 applications in response to the RFA, including Petitioners' Application for Mayfield Place, a proposed development of 100-units of garden apartments for the elderly demographic located in the City of Jacksonville, Duval County. Petitioners' Application is attached and incorporated as **Exhibit 1**.

17. As required within the RFA, Florida Housing's designated Review Committee met on August 23, 2023, to assess the 63 applications. At the meeting the Review Committee members read into the record the individual scores for each application and determined if each satisfied the RFA's eligibility requirements. Fifty-five applications were deemed eligible for funding, including Mayfield's Application. Overall, the Review Committee recommended the Mayfield Application be deemed eligible for funding but not recommended for funding. Among those selected was a development named Egret Landings, proposed by applicant Egret Landings, LLC ("Egret Landings") and developer DDER Development, LLC. The Review Committee's scoring and recommendation is attached and incorporated as **Exhibit 2**.

18. Florida Housing's Board of Directors adopted and approved the Review Committee's recommendations at its meeting on September 8, 2023.

Notice

19. Mayfield received notice of Florida Housing's intended decision and preliminary funding award pursuant to the RFA on September 8, 2023, when Florida Housing's Board of Directors approved the recommendation of its Review Committee. A copy of the notice posted on Florida Housing's website is attached and incorporated as **Exhibit 3**. Mayfield's Application was deemed eligible for SAIL funding but was not selected for a preliminary award. Mayfield contends that its Application should have been selected for funding based on the sorting and selection criteria in the RFA.

20. Mayfield timely filed a Notice of Intent to Protest on September 12, 2023. A copy of the notice is attached and incorporated as **Exhibit 4**. In accordance with its Notice of Intent to Protest, Mayfield timely files this Petition and no bond is required for this protest. Rule 67-60.009(5), Fla. Admin. Code.

Substantial Interests

21. As an applicant seeking funding through the RFA, Mayfield is substantially affected by Florida Housing's review, scoring, ranking, eligibility, and preliminary funding determinations. Here Egret Landings was ineligible for funding and the overall scoring results have affected Mayfield's ability to obtain funding. Florida Housing also incorrectly scored and ranked Mayfield's application, specifically related to its Local Government Contribution. With a pro rata share of the Local Government Contribution points, Mayfield's application does not have the maximum number of total application points. But for this error, Mayfield would have the maximum number of points and would be ranked higher within the evaluation criteria. Another development, Morris Manor II, proposed by applicant Morris Manor II, LLP, ("Morris Manor") and developer, SHAG Morris Manor Developer, LLC, was also incorrectly scored, ranked, and deemed eligible by Florida Housing. Once the improperly scored, ranked, and ineligible applications are removed and Mayfield receives the maximum points for its local government contribution, Mayfield would be awarded funding.

22. Therefore, the result of this proceeding affects Mayfield, and it has standing to participate in this proceeding.

Mayfield Place

23. Noted above, for an applicant located in Duval County to receive the maximum of five local government contribution points it must: provide evidence of at least a \$75,000.00 loan,

fee, waiver, or deferral; reflect both the total amount of the loan or deferred fee, including the net present value, within the application; and provide the appropriate Local Government Contribution Form as Attachment 11 to Exhibit A. RFA §4.11.

24. In scoring the Application, Mayfield received 1.87 points towards the Local Government Contribution. Exhibit 1, p. 30. The Review Committee and ultimately the Board did not explain why Mayfield failed to receive the maximum points for this section.

25. Mayfield should be awarded the maximum number of points for its local government contribution. In accordance with the RFA, Mayfield provided evidence of a \$104,000.00 commitment from the City of Jacksonville through a Local Government Verification of Contribution – Loan Form (“Government Form”). Exhibit 1, pg. 80. It is included within Mayfield’s application as Attachment 11. As reflected within the Government Form, the net present value of the City of Jacksonville’s commitment was \$75,889.92. *Id.* To the extent that any other portion of Mayfield’s application fails to comply with Attachment 11, Attachment 11 should control, and that error should be waived as a minor irregularity. RFA §3.c.

Egret Landings

26. Mayfield also challenges the eligibility of Egret Landings, Application No. 2024-060SN, for failing to meet RFA requirements. Egret Landings’ proposed development is 88 units of garden apartments for the elderly located in the City of Jacksonville, Duval County. Egret Landings’ application is attached and incorporated as **Exhibit 5**. The address of the proposed development site is 5804 and 5806 North Main Street, Jacksonville, Florida 32208 (“Main Street Site”). Egret Landings’ project does not consist of scattered sites but instead includes two parcels creating a 3.15-acre proposed development site.

27. At the Application Deadline, the 3.15 acres of Egret Landings’ proposed development was located in the Community/General Commercial (“CGC”) Comprehensive Plan land use category and the Commercial Community/General-1 (“CGC-1”) zoning assessment. Property Appraiser details for the Main Street Site are attached and incorporated as **Exhibit 6**. The CGC Comprehensive Plan land use category for the proposed development site is also confirmed by the City of Jacksonville’s GIS maps. GIS details for the Main Street Site are attached and incorporated as **Exhibit 7**.

28. Section 656.313 of the City of Jacksonville Code of Ordinances identifies that CCG-1 is a primary zoning district and lists the permitted uses and structures. § 656.313(IV)(a)(1) – (25), Jacksonville Ordinances. Multi-family housing is not included with this list and is therefore not a permitted use. Multi-family residential is permitted within CCG-1 zoning district only as a permissible use by exception. §656.313(IV)(c)(4), Jacksonville Ordinances. However, such an exception specifically requires that the multi-family residential be integrated with permitted use. *Id.*

29. A review of the available public records reveals no documents to support the fact that Egret Landings sought or received a zoning exception for the Main Street Site from the City of Jacksonville. Additionally, Egret Landings’ application fails to show how the proposed development will be integrated with one of the 25 permitted uses within the CGC-1 zoning district.

30. On March 29, 2023, Governor DeSantis signed SB 102, the Live Local Act (the “Act”), which provided sweeping changes to increase affordable housing options in Florida. It went into effect on July 1, 2023. Ch. 2023-17, Laws of Fla. Among the Act’s provisions is the recognition that local land use and zoning requirements are preempted for certain types of affordable housing developments and a local government must authorize multi-family and mixed-

use residential in areas zoned for commercial, industrial, or mixed use. However, proposed affordable housing developments seeking authorization under the Act must be administratively approved by a local government. A review of the available public records fails to show any documentation to show that the City of Jacksonville administratively approved Egret Landings' proposed development and the Main Street Site. Further, Mayfield alleges that Egret Landings' proposed development does not meet the requirement for any of the Act's self-executing provisions.

31. Egret Landings further relied on its improperly zoned Main Street Site when applying for Housing Finance Authority Bonds from the Jacksonville Housing Finance Authority. As Attachment 8 to its application, Egret Landings included a letter signed by Mr. Bernard Smith, as the Chairman of the Jacksonville Housing Finance Authority (the "JHFA"). This letter confirms that Egret Landing applied to receive tax-exempt bonds on an aggregate principal amount not to exceed \$17,000,000.00. This not-to-exceed amount is reflected as First Mortgage Financing within Egret Landings' Development Cost Pro Forma. Exhibit 5, pg. 25.

32. JHFA issues Notice of Fund Availability and Requests for Applications (collectively, "Notice") in connection with Request for Applications issued by Florida Housing. JHFA issued a Notice, NOFA2023-1, related to this RFA and other gap funding from Florida Housing.² JHFA has threshold criteria for potential projects, which include:

- a. The project must be located in Duval County, Florida;
- b. The applicant must provide evidence of ownership or other legal control of the project site (e.g., a contract or option to purchase the project site);

² NOFA 2023-1 is available at the following: <https://www.coj.net/departments/neighborhoods/housing-and-community-development/jacksonville-housing-finance-authority> (last visited September 22, 2023).

- c. Applicant must provide a set-aside of rental units equal or greater than the standards for low income Housing Tax Credits or applicable FHFC Program, as the case may be; and
- d. Project must have evidence of land use and zoning authorizing the use of the property for multi-family residential uses.
- e. The project must meet all FHFC scoring thresholds.

33. Noted above, Egret Landings' proposed development is within the CGC-1 zoning district which only supports multi-family residential when integrated with permitted use. Further, available public records fail to show that Egret Landings received an exception or an administrative approval from the City of Jacksonville for the Main Street Site. Egret Landings' application confirms that its proposed development does not meet the current zoning requirements – the proposed development includes only 88 units of garden apartments for the elderly. Exhibit 5, p. 6. The application is devoid of any documentation to show that permitted commercial uses have been integrated into Egret Landings' proposed development. JHFA's determination that Egret Landings was eligible for Housing Finance Authority Bonds should be rescinded for failure to comply with its Notice requirements.

34. Removing the \$17,000,000.00 in JHFA funding, which is listed as a First Mortgage within Egret Landings' Development Cost Pro Forma creates a material error in its application. The RFA states that applicants must submit a Development Cost Pro Forma showing sources that equal or exceed uses. RFA §10.c pg. 79. This requirement is no longer satisfied if JHFA funds are removed and not counted as funding sources.

35. Due to its improper zoning and failure to receive an exception or administrative approval, Egret Landings' application contains clear errors, material deviations, and accordingly fails to comply with the RFA.

Morris Manor Phase II

36. Mayfield also challenges the scoring of Morris Manor Phase II (“Morris Manor”), Application No. 2024-004SN, for failing to earn the required number of proximity points. Morris Manor’s proposed development is 84 unit mid-rise (4 story) building for the elderly located in the City of Jacksonville, Duval County. Morris Manor’s application is attached and incorporated as **Exhibit 8**.

37. The RFA requires applicants to earn proximity points. Proximity points are based on the distance between the proposed development and transit or community services. These community and transit services are defined within the RFA and proximity points are calculated using the relevant scoring charts. RFA § 4.5.e pp. 27-28.

38. The RFA requires large county applicants to earn a minimum of 10.5 proximity points in order to be eligible for funding. Applicants who attain at least 12.5 proximity points qualify for a proximity funding preference. *Id.* Such a preference increases an applicant’s chances of receiving funding because applicants who qualify are ranked higher than those who do not.

39. Morris Manor claimed a total of 14.5 total proximity points in its application. Exhibit 7 p. 10. It specifically claimed 3.5 points for its immediacy to a public school, specifically Rutledge H. Parson Elementary School (“Rutledge Elementary”), located .53 miles away from the proposed development. *Id.*

40. Morris Manor should not receive proximity points for either its public school. While Rutledge Elementary is a public elementary school within Duval County, it was completely demolished and rebuilt by the school district and scheduled to reopen for the 2023-2024 school year. Local news story related to the construction and reopening are attached as **Exhibit 9**. As reflected in the Duval County Public School’s 2023-24 School Calendar, Rutledge Elementary opened on August 14, 2023, the first day of school within the county. School Calendar attached and

incorporated as **Exhibit 10**. For an applicant to claim proximity points for a public school it must “be in existence and available for use by the general public as of the Application Deadline.” RFA Ex. B, p. 109. Noted above, the RFA’s Application Deadline was August 3, 2023, 11 days before Rutledge Elementary opened to the general public. RFA p. 1. Accordingly, the 3.5 proximity points Morris Manor claimed should be revoked.

41. After revoking the 3.5 proximity points wrongly claimed for Rutledge Elementary, Morris Manor is left with only 11 proximity points. This falls below the 12.5-point threshold for a proximity funding preference within the RFA, making Morris Manor ineligible for the preference.

Disputed Issues of Material Fact and Law

42. Disputed issues of material fact and law include but are not limited to the following:
- a. Whether Florida Housing’s approved scoring results are contrary to the agency’s governing statutes, the agency’s rules or policies, or the RFA specifications;
 - b. Whether Florida Housing’s approved scoring results are clearly erroneous, contrary to competition, arbitrary, or capricious;
 - c. Whether Florida Housing’s approved scoring results are consistent with fair and open competition for the allocation of SAIL funding;
 - d. Whether Florida Housing’s determination that Mayfield was entitled to 1.8 points for its local government contribution should have been deemed a minor irregularity and therefore, waived;
 - e. Whether Florida Housing’s failure to waive the alleged error as a minor irregularity was an abuse of discretion;
 - f. Whether Florida Housing’s proposed award of funding to Egret Landings is clearly erroneous, arbitrary and capricious, or contrary to competition;

- g. Whether Egret Landings' proposed development meets the zoning requirements within the RFA;
- h. Whether Egret Landings' JHFA funds can be counted as source of funding;
- i. Whether Egret Landings is ineligible because its listed funds do not meet or exceed uses in the Development Cost Pro Forma;
- j. Whether Florida Housing's ranking of Egret Landings is clearly erroneous, arbitrary, capricious, or contrary to competition;
- k. Whether Morris Manor is entitled to any proximity points for its public school, Rutledge Elementary;
- l. Whether Morris Manor is eligible for the proximity funding preference within the RFA;
- m. Whether Florida Housing's ranking of Morris Manor is clearly erroneous, arbitrary, capricious, or contrary to competition;

Statement of Ultimate Facts

43. As a matter of ultimate fact and law, Florida Housing failed to properly and/or consistently apply the RFA specifications, existing rules or prior Florida Housing interpretation and precedents.

Right to Amend

44. Mayfield specifically reserves the right to amend this Petition as additional information is developed through discovery or review of the public records.

Applicable Statutes and Rules

45. The statutes and rules governing this proceeding are Chapter 420, F.S., Sections 120.569 and 120.57, F.S.; Chapters 67-48, 67-60, 67-53, 28-106, 28-110, F.A.C.

Relief Sought by Mayfield

Wherefore, Mayfield Place requests the following:

- a. Florida Housing schedule a meeting with Mayfield to discuss resolution of this protest within seven business days;
- b. If the matter cannot be resolved, that Florida Housing refer this petition to the Division of Administrative Hearings for assignment of an Administrative Law Judge (ALJ) and a formal administrative hearing;
- c. That the ALJ enter a Recommended Order and determine as a matter of fact and law that Egret Landings application is ineligible for funding and revoke its funding award, that Morris Manor was improperly scored and is not entitled to a proximity preference, that any error in Mayfield Place’s application is a minor irregularity and should be waived, and award funding to Mayfield Place and invite it to participate in credit underwriting;
- d. That Florida Housing adopt the ALJ’s Recommended Order as a Final Order.

Respectfully submitted this 22nd day of September 2023,

MANSON BOLVES DONALDSON TANNER, P.A.

/s/ Laura S. Olympio

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Mayfield Place Developer, LLC*

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion. The effective date of this Exhibit A is 07/21/2023.

Section 4.A.1. Review of Attachments

Provide all attachments as required pursuant to the RFA. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

Section 4.A.2 Demographic Commitment

Demographic Commitment: Elderly Non-ALF

Veteran Preference in Elderly Developments in Medium and Large Counties

Does the Application commit to offer a preference to Veterans on occupancy applications and waitlists throughout the Compliance Period with a goal of at least five percent of the units in the Development being occupied by one or more Veterans?

Yes

Section 4.A.3 Applicant, Developer, Management Company and Contact Person

a. Applicant

(1) (a) Name of Applicant: Mayfield Place, Ltd.

(b) Does the Applicant qualify as a Self-Sourced Applicant? No

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 1**.

(3) Non-Profit Applicant Qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C.?

No

If "Yes", provide the required information for the Non-Profit entity as **Attachment 2**.

b. Developer Information

(1) Name of each Developer (including all co-Developers, one per line)

Mayfield Place Developer, LLC

(2) For each Developer entity listed in question (1) above (that is not a natural person, Local Government, or Public Housing Authority), provide, as **Attachment 3**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) Developer Experience (5 points)

(a) Required Developer Experience

At least one Developer entity named in (1) above must meet the Developer experience outlined in Section Four of the RFA.

Name of the natural person Principal with the required experience: Jonathan L. Wolf

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Name of Developer entity (for the proposed Development) for which the above individual is a Principal: Mayfield Place Developer, LLC

(i) First development that meets the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:

Name of Development:	Marcis Pointe	
Location (city and state):	Jacksonville, Florida	
Total Number of Units:	120	<i>The indicated units meet the minimum RFA requirement of 50 units (50% x 100). The minimum number of 1 development to have at least 50 units is met.</i>
Year Completed: (can be no earlier than 2003)	2011	<i>The year meets the date requirement for the MF rental housing experience. The minimum MF rental housing experience of 1 development is met.</i>
All required data fields have entries. The minimum number of 1 development to be listed is met.		

(b) Developer Experience with Corporation funded Developments (5 points)

To receive five points, the Developer Experience with Corporation funded Developments criteria outlined in Section Four A.3.b.(3)(b)(i) of the RFA must be met.

c. Principals Disclosure for the Applicant and for each Developer (5 points)

(1) Eligibility Requirements

The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form") must be uploaded with the Application, as outlined in Section Three of the RFA, and meet the requirements of Section Four of the RFA.

(2) Advance Review of Principals Disclosure Form (5 points)

Applicants will receive 5 points if the uploaded Principal Disclosure Form is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

(3) Priority Designation of Applications

Indicate whether this Application is designated as Priority 1 or Priority 2. If no selection is made, the Application will be considered a Priority 2 Application.

Priority 1

d. Management Company

(1) Contact Information

First Name:	Ryan	Middle Initial:	S.
Last Name:	von Weller		
Name of Management Company:	Wendover Management, LLC		
Street Address:	1105 Kensington Park Dr. Suite 200		
City:	Altamonte Springs		
State:	FL		
Zip Code:	32714		
Telephone (xxx)xxx-xxxx:	(407) 333-3233	Telephone Extension:	294
Email Address:	rvonweller@wendovergroup.com		

(2) The Management Company named in (1) above must meet the experience outlined in Section Four of the RFA.

Name of the Management Company or a Principal of the Management Company with the required experience: Wendover Management, LLC

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

(a) First completed affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA

Name of Development:	Landings at Sea Forest	
Location (city and state):	New Port Richey, Florida	
Currently Managing or Formerly Managed?	Currently Managing	
Total Number of Units:	200	The indicated units meet the minimum requirement (50% x 100 = 50). The minimum of 1 development with at least 50 units is met.
Length of Time (number of years):	14	The # of years indicated meets the minimum RFA requirement. The minimum of 2 developments with at least 2 years of management experience each is met.
All required data fields have entries. The minimum number of 2 developments to be listed is met.		

(b) Second completed affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA

Name of Development:	Marcis Pointe	
Location (city and state):	Jacksonville, Florida	
Currently Managing or Formerly Managed?	Currently Managing	
Total Number of Units:	120	The indicated units meet the minimum requirement (50% x 100 = 50). The minimum of 1 development with at least 50 units is met.
Length of Time (number of years):	12	The # of years indicated meets the minimum RFA requirement. The minimum of 2 developments with at least 2 years of management experience each is met.
All required data fields have entries. The minimum number of 2 developments to be listed is met.		

e. Contact Person

(1) Authorized Principal Representative contact information (required)

First Name:	Julie	Middle Initial:	
Last Name:	von Weller		
Organization:	Berkeley Housing Initiative, Inc.		
Street Address:	1090 Kensington Park Dr. Suite 200		
City:	Altamonte Springs		
State:	FL		
Zip Code:	32714		
Telephone (xxx)xxx-xxxx:	(407) 571-9496	Telephone Extension:	
Email Address:	berkeleyhousinginitiative@gmail.com		

This area intentionally left blank.

(2) Operational Contact Person Information (optional)

First Name:	Jennie	Middle Initial:	D.
Last Name:	Lagmay		
Organization:	Wendover Housing Partners, LLC		
Street Address:	1105 Kensington Park Dr. Suite 200		
City:	Altamonte Springs		
State:	FL		
Zip Code:	32714		
Telephone (xxx)xxx-xxxx:	(407) 333-3233	Telephone Extension:	210

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

Email Address: jlagmay@wendovergroup.com

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

a. Name of the proposed Development: Mayfield Place

b. Development Category

(1) Select the Development Category: New Construction

(2) The Development Category requirements are outlined in Section Four.

If applicable, indicate the Development Subcategory: Not Applicable

This area intentionally left blank.

Does the Unit Characteristics Chart below demonstrate that at least 100 percent of the total units consist of new construction? Yes

This area intentionally left blank.

This area intentionally left blank.

Does the proposed Development's criteria qualify it for the Development Category and Development Subcategory selected above? Yes

This area intentionally left blank.

(3) Rental Assistance (RA) Level

(a) Development Category Qualification Letter

If applicable, provide the Development Category Qualification Letter provided as **Attachment 4** and using the criteria described in Section Four.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

(b) Calculating the RA Level

Using the information provided in the Development Category Qualification Letter, complete the following information which will be used by the Corporation to calculate the Rental Assistance (RA Level):

State the Year Built:

	Units that currently have, are receiving, or (if none) originally received PBRA	Units that will receive PBRA, ACC, and/or other federal RA
PBRA Units		
ACC Units		
Units from another form of federal long-term RA*		
Identify other federal RA*		<select one>
Total Number of RA Units	0	0
Total Percent of RA Units	0.000%	0.000%

**Effective only for New Construction and Rehabilitation (with or without Acquisition) Development Categories*

This Application qualifies for RA Level 6.

c. Characteristics of Development

(1) Select the Development Type: (Your selection for Development Type is confirmed by the Unit Characteristics table below)

Garden Apartments

Based on the input in the Unit Characteristics Table below, there is 1 predominant unit type and it is New Construction Garden ESS Construction.

(2) Enhanced Structural Systems ("ESS") Construction Qualifications are outlined in Section Four, A.4.c.(2) of RFA.

d. Unit Characteristic Chart

Complete the chart below reflecting the number of units for each of the Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Total Development Cost Per Unit Limitation calculation and the Leveraging Calculation. The last row of the far right column is the Leveraging Factor.

Unit Characteristics			Enter the applicable number of units	Leveraging Classification Development Type Multipliers
New Construction	Garden	ESS Construction	100	0.8004
	Garden	Non-ESS Construction		0.9200
	Mid-Rise	ESS Construction		0.7395
	Mid-Rise	Non-ESS Construction		0.8500
	High-Rise	ESS Construction		0.7134
	Other Dev Type*	ESS Construction		0.8700
	Other Dev Type*	Non-ESS Construction		1.0000
Rehab	Garden	ESS Construction		1.0000
	Garden	Non-ESS Construction		1.0000
	Mid-Rise, High-Rise	ESS Construction		1.0000
	Mid-Rise, High-Rise	Non-ESS Construction		1.0000
	Other Dev Type*	ESS Construction		1.0000

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

	Other Dev Type*	Non-ESS Construction		1.0000
		Total Units:	100	0.8004**

The number of units calculated here matches the 100 units in stated at 6.a.

* Other Dev(elopment) Type means any Development Type that is not specifically identified in the chart but could be selected in drop-down menu in A.4.A.c.

** Not all decimal places of the actual number for the overall Leveraging Classification Development Type Multiplier may be displaying. Nonetheless, the full actual number will be used to calculate the Applicant's overall Corporation's funding amount in the 'Funding' tab. The final Leveraging Multiplier is calculated by summing together the products of multiplying the number of units for each applicable Development Type by their Leveraging Classification Development Type Multiplier and dividing the results by the amount of Total Units.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.5
Location of Proposed Development**

a. County: Duval County Size: Large

(1) If Monroe County, is the proposed Development located in the North Florida Keys Area or the South Florida Keys Area for TDC PU Limitation purposes, to be scored in Credit Underwriting and Final Cost Cert.? <select one>

b. Address of Development Site
Street Address or closest designated intersection:

Old Middleburg Rd. N, Approximately 900ft. NW of the intersection of Old Middleburg Rd. N and Herlong Rd., Jacksonville, Duval County, FL

City of Development Site*: Jacksonville
**If the proposed Development is located in the unincorporated area of a county, provide that information.*

c. State whether the Development consists of Scattered Sites

(1) Does the proposed Development consist of Scattered Sites? No

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place: 30.285304
Longitude in decimal degrees, rounded to at least the sixth decimal place: -81.769308

(2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

[Hatched area for additional scattered site coordinates]

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.5
Proximity, Mandatory Distance, and RECAP**

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 5**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 9**.

Points awarded for Proximity Point Boost*
0.0

**Subject to verification of other RFA requirements*

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

(a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

No

(The proposed Development's Demographic Commitment is Elderly Non-ALF, which qualifies to select this option for 2 transit points.)

Points awarded for Transit Type
0.0

(b) Other Transit Services

Service	Latitude Coordinates	Longitude Coordinates	Distance*	Points awarded for Transit Type
Public Bus Stop 1	30.284258	-81.781957	0.76	4.5
Public Bus Stop 2	30.286423	-81.755179	0.85	
Public Bus Stop 3	30.286813	-81.755400	0.84	
Public Bus Transfer Stop				
Public Bus Rapid Transit Stop				
Public Rail Station				

This area intentionally left blank.

(3) Community Services

Up to three Community Services may be selected, for a maximum 4 points for each service.

Service	Service Name	Service Address	Distance*	Points awarded for Community Services
Grocery Store	Publix	7749 Normandy Blvd., Jacksonville, FL 32221	0.87	2.5
Medical Facility				

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Pharmacy	Publix	7749 Normandy Blvd., Jacksonville, FL 32221	0.87	2.5
Public School	Edward H. White High School	1700 Old Middleburg Rd. N, Jacksonville, FL 32210	0.27	4.0

*Rounded up to the nearest hundredth of a mile. Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

No

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

No

If "Yes", these properties will be disregarded for purposes of the Mandatory Distance Requirement. Identify the specific Development(s) to disregard by selecting it (them) from the dropdown menu(s) below. Use the Addendum if more properties are needed to be identified.

<select one>

<select one>

<select one>

<select one>

<select one>

8. Limited Development Areas (LDA)

Is the proposed Development located in a Limited Development Area (LDA)?

No

Transit Service Points calculated based on the information entered above:

4.5

Community Service Points calculated based on the information entered above:

9

PHA or RD Proximity Boost points achieved?

0

Total Proximity Points calculated based on information entered above:

13.5

Using the information entered above, does the Application meet the minimum Transit Point Requirement?

Yes

Using the information entered above, does the Application meet the minimum Proximity Point Requirement?

Yes

Using the information entered above, does the Application meet the Proximity Funding Preference?

Yes

Total Proximity Points calculated based on information entered above, without the benefit of either a PHA or RD Boost:

13.5

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.6
Number of Units and Buildings**

a. Enter the total number of units in the proposed Development upon completion:

100

Minimum number of units of 30 is met. Maximum number of units of 160 is met.

b. If the Development Category committed to is Rehabilitation, with or without Acquisition, indicate which of the following applies to the Development site as of Application Deadline:

<select one>

c. Set-Aside Commitments

(1) Select one of the following minimum set-aside commitments:

Average Income Test

(2) Total Set-Aside Breakdown Chart

(a) Applicants committing to the minimum IRS set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart for HC Set-Aside Commitments.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	Housing Credit Units
0		28%	
0		30%	
0		33%	
0		35%	
0		40%	
0		45%	
0		50%	
0		60%	
0	0%	Above 60%	Market Rate Housing Units
0	0%		Total Qualifying HC Units
0	0%		Total Units

This area intentionally left blank.

(b) Applicants committing to the IRS Average Income Test must complete this chart for Housing Credit and SAIL Set-Aside Commitments. The minimum ELI Set-Aside Commitment is 15% of Total Units, or 15 units at 30% AMI or less.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
	0.000%	20%	

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

15	15.000%	30%	AIT Housing Credit and SAIL Units
	0.000%	40%	
	0.000%	50%	
63	63.000%	60%	AIT Housing Credit and SAIL Units
	0.000%	70%	
22	22.000%	80%	
0	0.000%	Above 80%	Market Rate Housing Units
100	100.000%		Total Qualifying HC & SAIL Units
100	100.000%		Total Units
		59.900%	Average AMI of the Qualifying Units

The total number of units calculated here matches the total number of units stated at 6.a. All of the units have been entered in the AIT Set-Aside Chart. With a HC commitment of 100 units, the minimum IRS Set-Aside commitment of 40% (40 units) is met. The average AMI of the HC units must be 60% or less which is met with an average of 59.900%. The minimum FHFC RFA overall set-aside commitment of 80% (80 units) is met with a HC commitment of 100 units. The minimum FHFC ELI commitment (at 30% AMI or less) of 15% (15 units) is met with an ELI commitment of 15 units.

Note: If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

(c) Applicants requesting MMRB Funding along with Housing Credits will have the following MMRB Set-Aside Commitment:

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
		25%	MMRB Units
		28%	
		30%	
		33%	
		35%	
		40%	
		45%	
		50%	
40	40%	60%	
60	60%		Market Rate Units
40	40%		Total MMRB Units
100	100%		Total Units

(d) Applicants requesting SAIL Funding along with Housing Credits that are committing to the Average Income Test must complete the Average Income Test Set-Aside table (b) above which is inclusive of the SAIL Set-Aside Commitments.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

0		28%	SAIL Units
0		30%	
0		33%	
0		35%	
0		40%	
0		45%	
0		50%	
0		60%	
0	100%		Market Rate Units
0	0%		Total SAIL Units
0	100%		Total Units

This area intentionally left blank.

d. Unit Mix Chart

Complete the chart below:

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom/Bathroom Type	Prorata ELI Distribution
0 Bedroom/1 bathroom		0
1 Bedroom/1 bathroom	50	8
2 Bedrooms/1 bathroom		7
2 Bedrooms/1.5 bathrooms		
2 Bedrooms/2 bathrooms	50	0
3 Bedrooms/1 bathroom		
3 Bedrooms/1.5 bathrooms		
3 Bedrooms/2 bathrooms		
3 Bedrooms/2.5 bathrooms		
3 Bedrooms/3 bathrooms		
4 Bedrooms/1 bathroom		
4 Bedrooms/1.5 bathrooms		
4 Bedrooms/2 bathrooms		
4 Bedrooms/2.5 bathrooms		
4 Bedrooms/3 bathrooms		
4 Bedrooms/3.5 bathrooms		
4 Bedrooms/4 bathrooms		
Totals	100	15

The total number of units calculated in the Unit Mix Chart matches the total number of units of 100 stated at 6.a. above.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

This area intentionally left blank.

Chart for the Prorata Distribution of ELI units.

# of Bedrooms	Total Units	ELI Commitments:		ELI Per Unit	ELI Funding
		15%	10%		
Total	100	15	10		\$689,000
0	0	0	0	\$63,500	\$0
1	50	8	5	\$63,500	\$317,500
2	50	7	5	\$74,300	\$371,500
3	0	0	0	\$83,900	\$0
4	0	0	0	\$83,900	\$0

e. Number of Buildings

Number of anticipated residential buildings:

f. Compliance Period

All Applicants are required to set aside the units for this number of years, as further described in Section Four of the RFA.

50 Years

(1) If Applicant is a Self-Sourced Applicant, does it commit to all of the criteria in Section 4.A.6.f.(1) to achieve four points?

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

**Section 4.A.7
Readiness to Proceed**

a. Site Control

The site control documentation must be provided as **Attachment 6** to demonstrate site control as of Application
Deadline .

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.8
Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. **Green Building Features**

- (1) Green Building feature requirements for all Developments are outlined in Section Four.
- (2) Select one of the following Green Building Certification programs described in Section Four.

[Florida Green Building Coalition \(FGBC\)](#)

- (3) Proposed Developments with the Development Category Rehabilitation, with or without Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four. To make a selection, click on the appropriate box in column C.

<input type="checkbox"/>	Programmable thermostat in each unit	2 Points
<input type="checkbox"/>	Humidistat in each unit	2 Points
<input type="checkbox"/>	Water Sense certified dual flush toilets in all bathrooms	2 Points
<input type="checkbox"/>	Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect	2 Points
<input type="checkbox"/>	Energy Star certified roof coating*	2 Points
<input type="checkbox"/>	Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles)	3 Points
<input type="checkbox"/>	Eco-friendly cabinets - formaldehyde free and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification	3 Points
<input type="checkbox"/>	Eco-friendly flooring - Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum	3 Points
<input type="checkbox"/>	High Efficiency HVAC with SEER of at least 16**	2 Points
<input type="checkbox"/>	Energy efficient windows in each unit as provided below	3 Points
	o For all Development Types except Mid-Rise and High-Rise: Energy Star rating for all windows in each unit;	
	o For Development Type of Mid-Rise and High-Rise:	
	▪ U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and	
	▪ U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)	
<input type="checkbox"/>	FL Yards and Neighborhoods certification on all landscaping	2 Points
<input type="checkbox"/>	Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings	2 Points

Total Points selected in Item d.(3) above 0 Points

* The Applicant may choose only one option related to Energy Star certified roofing.
 ** Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.9
Resident Programs**

a. Commit to provide at least three of the following resident programs:

- After School Program for Children
- Adult Literacy
- Employment Assistance Program
- Family Support Coordinator
- Financial Management Program
- Homeownership Opportunity Program

The above programs are not applicable to the selected Demographic Commitment

b. **Developments serving the Elderly (ALF or Non-ALF) Demographic:**

- (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
- (2) Additional required Resident Programs for all Applicants who select the Elderly ALF Demographic Commitment are outlined in Section Four.
- (3) Applicants that select the Elderly (ALF or Non-ALF) Demographic must commit to at least three of the following resident programs, in addition to the required resident programs stated in Section Four:

- Adult Literacy
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

a. Corporation Funding

(1) State Apartment Incentive Loan Program (SAIL)

SAIL Request Amount Limits:

Per Development - Large Counties	\$11,000,000	
Per Development - Medium Counties	NA	
Per Development - Small Counties	NA	
Per Development - Rehabilitation	NA	(with or without Acquisition)
Per Development - Minimum for Miami-Dade County	NA	
Per Unit - New Construction	\$95,000	(\$9,500,000 Per Development)
Per Unit - Substantial Rehabilitation	NA	

The Per Development request limit based on the above Per Unit Request Limit is calculated by taking the 100 NC units multiplied by \$95,000 PU for a total of \$9,500,000.

Per Unit - Self-Sourced Applicants	NA
------------------------------------	----

**NA

Per Unit - Non-Self-Sourced Applicants	\$95,000	(\$9,500,000 Per Development)
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The Per Development request limit based on the \$95,000 PU Limit is calculated by taking 100 total units multiplied by \$95,000 PU for a total of \$9,500,000.FALSE

Percentage of Total Development Costs (35%)	\$13,387,494	(% based on 15% ELI Set-Asides)
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Lesser of Maximum Request Amount Per Development, or
Maximum Request Amount via Per Unit Limit: \$9,500,000

(a) Applicant's SAIL Request Amount:	\$9,499,900
Applicant's Eligible SAIL Request Amount:	\$9,499,900

ELI Request Amount Limits:

Per Development	\$750,000
Per Unit (from the 'Units, Set-Asides, Buildings' tab)	\$689,000

Lesser of Maximum Request Amount Per Development, or
Maximum Request Amount via Per Unit Limit: \$689,000

(b) Applicant's ELI Loan Request Amount:	\$689,000
Applicant's Eligible ELI Request Amount:	\$689,000

(2) If Self-Sourced, does the Applicant commit to optional 22% Units? <select from menu>

(3) Housing Credit Request Amount

(a) Non-Competitive Housing Credit Request Amount (annual amount):	\$1,780,531
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(b) Is the proposed Development the first phase of a multiphase Development?
No

(c) Basis Boost Qualifications:

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

- (i) If the Applicant is utilizing Non-Corporation-issued Tax-Exempt Bonds as provided in the RFA, indicate which calendar year the complete bond application was submitted to the bond-issuing agency:

2023

(This information is to understand the boost status at this time with the acknowledgement the boost status could change after this application.)

- (ii) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the HUD basis boost?

No

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared:

- (iii) Are any buildings in the proposed Development located in a HUD-designated SADDA for Duval County?

No

If "Yes", provide the SADDA ZCTA Number(s)* for Duval County:

(The Applicant should enter multiple SADDA ZCTA Numbers individually, one per row)

- (iv) Is the proposed Development located in a HUD-designated non-metropolitan DDA?

No

If "Yes", provide the non-metropolitan DDA county name:

- (v) Is the proposed Development located in a HUD-Designated QCT for Duval County?

Yes

Data entries confirm eligibility

If "Yes", indicate if it is a Metro or Non-Metro QCT:

Metro

If "Yes", indicate the HUD-designated QCT census tract number* for Duval County:

126.01

The QCT is in the Duval County HUD 2023 Metro QCT database.

*The Applicant should enter only the tract code, please exclude the corresponding state and county codes.

- (d) The Housing Credit equity proposal must be provided as **Attachment 7**.

- (4) Corporation-Issued MMRB Loan Request Amount (if applicable):

If the Applicant intends to utilize County HFA-issued Tax-Exempt Bonds for the proposed Development, provide the required documentation as **Attachment 8**.

- (6) Other Corporation Funding

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

Corporation File No:

Amount of Funding:

b. Non-Corporation Funding

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

(1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 9** to Exhibit A.

- RD 515
- RD 538

(2) Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 10**.

Demonstration of permanent source(s) of financing from Self-Sourced Applicants - Possible points Awarded

Did the Applicant indicate it was a Self-Sourced Application at Section 4.A.3.a.(1)(b)? _____ No _____

Additional points for Self-Sourced Applicants contributing a higher percentage of self-sourced financing than the minimum:

- Since the Applicant did not indicate it was a Self-Sourced Application, there are no additional points available to be awarded.

How many additional points are indicated to be earned with this response? _____ NA _____

c. Development Cost Pro Forma

To meet the submission requirements, complete the attached Development Cost Pro Forma tab.

d. Principal of the Applicant is a Public Housing Authority and/or an instrumentality of a Public Housing Authority

(1) Has the Applicant entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property has an existing Declaration of Trust between the Public Housing Authority and HUD?

No

(2) Is the Applicant associated with a Public Housing Authority and/or an instrumentality of a Public Housing Authority in the ownership structure?

No

If a Public Housing Authority has one of the above-described relationships with the Applicant, state the name of the Public Housing Authority.

(3) Does the Application meet the HUD Choice Neighborhoods Implementation Grant Goal?

No

e. Leveraging Classification

The Leveraging Classification process must first determine the Applicant's total Corporation funding per set-aside unit and includes the following steps:

(1)	The applicable Eligible SAIL Request Amount	\$9,499,900
	Does the proposed Development indicate it qualifies for a Housing Credit basis boost?	Yes
	If the proposed Development qualifies for a Housing Credit basis boost, multiply by 1.15	\$10,924,885
(2)	Corp. Funding Sources leveraging subtotal, incl. of applicable HC basis boost multipliers	\$10,924,885

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

(3)	Does the proposed Development indicate it is located in Broward County?	No
	If the proposed Development is located in Broward County, multiply by 0.88	\$10,924,885
(4)	Does the Application qualify for the PHA Leveraging Multiplier?	No
	If no, multiply by 1.00	\$10,924,885
(5)	What is the overall Development Type Leveraging Multiplier derived from the bottom row of the 'Unit Characteristics' table from Section 4.A.4.d. (Breakdown of Number of Units) in the Proposed Development Info tab?	0.80040
	What is the Applicant's total Corporation's funding?	\$8,744,278
	What is the Applicant's total Corporation's funding per Set-Aside Unit (100 SAUs)?	\$87,442.78

f. Florida Job Creation Funding Preference

In order to earn the Florida Job Creation Funding Preference, the Applicant will need to earn a Florida Job Creation score equal to or greater than 15.50, which represents the number of Florida jobs per \$1,000,000 of SAIL funding. The number of NC and A/R units are taken from the Unit Characteristic Chart at Section 4.A.4.d. in the 'Proposed Development Info' tab.

The proposed Development has the following calculation for the Florida Job Creation score in accordance with the RFA:

$$(100 \text{ NC MF Units} \times 2.944) \times 1,000,000 / (\$9,499,900 \text{ SAIL}) = \text{Florida Job Creation Score of } 30.99.$$

A Florida Job Creation score of 30.99 earns the Florida Job Creation Funding Preference.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Development Cost Pro Forma**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 1 of 8)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) Because Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program.
 - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
 - (4) For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (a) 5% of hard and soft costs for the Development Category of New Construction; or (b) 15% of hard costs and 5% of soft costs for Development Categories of Rehabilitation, with or without Acquisition, as further described in Rule Chapter 67-48, F.A.C., or this RFA.
 - (5) An Operating Deficit Reserves (ODR) can be included in C. DEVELOPMENT COST, but cannot be used in determining the maximum Developer fee. Applicants may include an ODR amount that does not exceed \$3,500 per unit on the Development Cost Pro Forma as part of the Application process. An ODR required by an equity provider, first mortgage lender, or Credit Underwriter will be sized in credit underwriting. Any reserves in excess of the maximum allowed will be reduced by the Corporation to the maximum allowed during Application scoring.
 - (6) Commercial, retail, and office space are not functionally related and subordinate to the residential units, and are not considered to be community service facilities. As such, these costs are neither considered in eligible basis nor included in the TDC Comparison Testing process.
 - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to other cost limitations provided in Rule Chapter 67-48, F.A.C., or this RFA as applicable.

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

What was the Development Category of the Proposed Development: New Construction
 Indicate the number of total units in the proposed Development: 100 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Demolition	██████████	_____	_____
Commercial/Retail Space <small>See Note (6)</small>	██████████	_____	_____
New Construction Activities	<u>19,350,000.00</u>	_____	<u>19,350,000.00</u>
*Site Work (explain off-site work in detail)	<u>1,400,000.00</u>	<u>100,000.00</u>	<u>1,500,000.00</u>
Rehab Construction Activities	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A1.1. Actual Construction Cost	\$ 20,750,000.00	\$ 100,000.00	\$ 20,850,000.00
A1.2. General Contractor Fee <small>See Note (3)</small>			
(Max. 14% of A1.1., column 3)	<u>\$ 2,898,000.00</u>	_____	<u>\$ 2,898,000.00</u>
<small>Max GCF @ 14%: \$2,919,000.00</small>			
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ 23,648,000.00	\$ 100,000.00	\$ 23,748,000.00
A1.4. HARD COST CONTINGENCY <small>See Note (4)</small>			
<small>Max HCC @ 5%: \$1,187,400.00</small>	<u>\$ 1,179,900.00</u>	_____	<u>\$ 1,179,900.00</u>

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA	1	2	3
	HC ELIGIBLE COSTS	HC INELIGIBLE COSTS	TOTAL COSTS
<i>General Development Costs</i>			
Professional Fees	<u>1,725,000.00</u>	<u>252,500.00</u>	<u>1,977,500.00</u>
Builder's Risk Insurance	<u>200,000.00</u>		<u>200,000.00</u>
Local Government Fees & Taxes	<u>1,032,610.00</u>		<u>1,032,610.00</u>
FHFC Costs & Fees <small>See Note (2)</small>		<u>409,804.00</u>	<u>409,804.00</u>
Tenant Relocation Costs			
*Other (explain in detail)			
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ <u>2,957,610.00</u>	\$ <u>662,304.00</u>	\$ <u>3,619,914.00</u>
A2.2. SOFT COST CONTINGENCY <small>See Note (4)</small>	\$ <u> </u>	\$ <u>111,375.00</u>	\$ <u>111,375.00</u>
<small>Max SCC @ 5%: \$180,995.70</small>			
<i>Financial Costs</i>			
Construction & Bridge Funding Costs	<u>925,828.00</u>	<u>600,316.00</u>	<u>1,526,144.00</u>
Permanent Funding Costs		<u>125,000.00</u>	<u>125,000.00</u>
*Other (explain in detail)		<u>409,992.00</u>	<u>409,992.00</u>
A3. TOTAL FINANCIAL COSTS	\$ <u>925,828.00</u>	\$ <u>1,135,308.00</u>	\$ <u>2,061,136.00</u>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)			
*Other (explain in detail)			
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ <u>28,711,338.00</u>	\$ <u>2,008,987.00</u>	\$ <u>30,720,325.00</u>
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs <small>Max DF @ 18%: \$0.00</small>			
Developer Fee on Non-Acquisition Costs <small>Max DF @ 18%: \$5,529,658.00</small>	<u>5,529,658.00</u>		<u>5,529,658.00</u>
D. TOTAL DEVELOPER FEE <small>Max Total DF: \$5,529,658.00</small>	\$ <u>5,529,658.00</u>		\$ <u>5,529,658.00</u>
E. OPERATING DEFICIT RESERVES <small>See Note (5)</small>	\$ <u> </u>	\$ <u>300,000.00</u>	\$ <u>300,000.00</u>
<small>Max ODR: \$350,000.00</small>			
F. TOTAL LAND COST	\$ <u> </u>	\$ <u>1,700,000.00</u>	\$ <u>1,700,000.00</u>
G. TOTAL DEVELOPMENT COST <small>See Note (7)</small> (C+D+E+F)	\$ <u>34,240,996.00</u>	\$ <u>4,008,987.00</u>	\$ <u>38,249,983.00</u>

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 3 of 8)

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work:

Other:

General Development Costs

(as listed at Item A2.)

Other:

Financial Costs

(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 4 of 8)

CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ <u>38,249,983.00</u>	
B. Construction Funding Sources:		
1. First Mortgage Financing	\$ <u>20,000,000.00</u>	<u>Local HFA Bonds</u>
2. Second Mortgage Financing	\$ <u>104,000.00</u>	<u>Local Government Subsidy</u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. SAIL Financing	\$ <u>10,188,900.00</u>	<u>FHFC - SAIL</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
8. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ <u>3,204,635.00</u>	
9. Other: _____	\$ _____	<u><select from menu></u>
10. Other: _____	\$ _____	<u><select from menu></u>
11. Deferred Developer Fee	\$ <u>4,752,448.00</u>	\$ <u>777,210.00</u> Remaining Developer Fee for Deferral (as needed)
12. Total Construction Sources	\$ <u><u>38,249,983.00</u></u>	
C. Construction Funding Surplus		
(B.12. Total Construction Sources, less A. Total Development Costs):	\$ <u><u>0.00</u></u>	(A negative number here represents a funding shortfall.)

Met Construction Financing Threshold for sources equal or exceed uses: Yes

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 5 of 8)

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ <u>38,249,983.00</u>	
B. Permanent Funding Sources:		
1. First Mortgage Financing	\$ <u>7,500,000.00</u>	<u>Local HFA Bonds</u>
2. <u>Second Mortgage Financing</u>	\$ <u>104,000.00</u>	<u>Local Government Subsidy</u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. SAIL Financing	\$ <u>10,188,900.00</u>	<u>FHFC - SAIL</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
8. HC Syndication/HC Equity Proceeds	\$ <u>16,023,176.00</u>	
9. Other: _____	\$ _____	<u><select from menu></u>
10. Other: _____	\$ _____	<u><select from menu></u>
11. Deferred Developer Fee	\$ <u>4,433,907.00</u>	\$ <u>1,095,751.00</u> Remaining Developer Fee for Deferral (as needed)
12. Total Permanent Funding Sources	\$ <u><u>38,249,983.00</u></u>	
C. Permanent Funding Surplus		
(B.12. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u><u>0.00</u></u>	(A negative number here represents a funding shortfall.)

Met Permanent Financing Threshold for sources equal or exceed uses: Yes

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 6 of 8)

The intent of this page is to assist the Applicant in determining the net TDC of the proposed Development and comparing it to the appropriate Development's Maximum TDC Component per RFA. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programming errors. FHFC will not use this page to score the net TDC criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's net TDC of the proposed Development or the Development's Maximum TDC Component determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

Total Development Cost Comparison Test

In which county is the proposed Development to be located?..... Duval (Large County)

Hard Cost Factor Per Unit*			
Unit Category, Type, and ESS Designation	Unit Count	Maximum Hard Cost PU Limitation	Pro Rata Limits
NC Garden Non-ESS	100		
NC Garden ESS			
NC Mid-Rise Non-ESS			
NC Mid-Rise ESS			
NC High-Rise			
Rehab Garden			
Rehab Non-Garden			
Hard Cost Factor Per Unit	100		\$240,000

*Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High-Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

Calculated Maximum Hard and Soft Costs Per Unit..... \$ 320,000.00
 (\$240,000 Hard Cost Factor Per Unit / 75% = \$320,000)

Applicable Add-On(s):	Add-On PU	New TDC PU Limitation
Tax-Exempt Bond Add-On	\$7,500	\$ 327,500.00
Applicable Multiplier(s):	Multiplier	New TDC PU Limitation
No applicable Multipliers		\$ 327,500.00

Total Calculated Hard and Soft Costs Per Unit with Add-Ons & Multipliers..... \$ 327,500.00

Maximum Non-Acquisition Development Cost Per Unit..... \$ 347,150.00
 (\$327,500 Hard and Soft Costs w/ Add-Ons & Multipliers x (1 + 0.06) One Plus the Escalation Factor = \$347,150)

Maximum Non-Acquisition Development Cost for Developer Fee..... \$ 34,715,000.00
 (\$347,150 Maximum Non-Acquisition Development Cost Per Unit x 100 Units = \$34,715,000)

Maximum Dev. Fee Amount on Non-Acquisition Development Costs..... \$ 6,248,700.00
 (\$34,715,000 Max Non-Acq Development Cost for Developer Fee x 18% Non-Acq Developer Fee = \$6,248,700)

Development's Actual Building Allocation (if applicable, see Pro Forma Line B)..... \$ -

Maximum Dev. Fee on Development's Actual Building Allocation..... \$ -
 (\$0 Development's Actual Building Allocation x 18% DF = \$0)

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 7 of 8)

Development's Maximum Developer Fee \$ **6,248,700.00**
(\$6,248,700 Max DF on Max Non-Acq Development Cost + \$0 Max DF on Development's Building Allocation = \$6,248,700)

Development's Maximum TDC Component..... \$ **40,963,700.00**
(\$34,715,000 Max Non-Acq Development Cost + \$6,248,700 Max DF on Max Non-Acq Development Cost + \$0 Max DF on Development's Building Allocation = \$40,963,700)

Derivation of the actual Net TDC of the proposed Development:

Total Development Costs (Line G., column 3)..... \$ **38,249,983.00**

Less Acq. Cost of Existing Dev. (excluding land) - Existing Building(s)..... \$ -

Less Land Acquisition Costs (Line F., column 3)..... \$ **1,700,000.00**

Less Demolition and Relocation Costs, if applicable..... \$ -

Less Commercial/Retail Space Costs, if applicable..... \$ -

Less Operating Deficit Reserves (Line E., column 3)..... \$ **300,000.00**

Actual Net TDC of the proposed Development..... \$ **36,249,983.00**

Is the proposed Development's actual Net TDC equal to or less than the Development's Maximum TDC Component provided in the RFA?..... **Yes**

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 8 of 8)

PRELIMINARY TAX-EXEMPT BOND ANALYSES

This section of the Pro forma is intended for information purposes only, and is not scored. The resulting analyses is based on various inputs throughout this application, and is not indicative of the analyses conducted at Credit Underwriting or Final Cost Certification.

Qualified Basis Calculations

A. Acquisition

Acquisition Cost of Land and Existing Improvements.....	\$1,700,000.00
Less Land Costs.....	\$1,700,000.00
Plus Developer Fee Attributable to Acquisition.....	\$0.00
Total Eligible Basis.....	\$0.00
Applicable Fraction (percent set-aside units).....	100%
DDA/QCT Basis Credit, if applicable.....	100%
Qualified Basis.....	\$0.00
Housing Credit Percentage (Federal allocation).....	4.00%
Annual Housing Credit Allocation.....	\$0.00

B. New Costs

Total Development Cost.....	\$38,249,983.00
Less Cost of Land and Existing Improvements.....	\$1,700,000.00
Less Developer Fee on Acquisition of Buildings.....	\$0.00
Less Other Ineligible Costs.....	\$2,308,987.00
Total Eligible Basis.....	\$34,240,996.00
Applicable Fraction (percent set-aside units).....	100%
DDA/QCT Basis Credit, if applicable.....	130%
Qualified Basis.....	\$44,513,294.80
Housing Credit Percentage (Federal allocation).....	4.00%
Annual Housing Credit Allocation.....	\$1,780,531.79

Annual Housing Credit Allocation Per Qualified Basis..... \$1,780,531.79

Gap Calculation

Total Development Cost (including land and ineligible costs).....	\$38,249,983.00
Less Mortgages.....	\$17,792,900.00
Equity Gap.....	\$20,457,083.00
HC Percentage to Investment Partnership.....	99.990%
HC Syndication Pricing.....	\$0.9000
HC Required to meet Equity Gap.....	\$22,732,366.20
Annual HC Required.....	\$2,273,236.62

HC Summary

HC Per Qualified Basis.....	\$1,780,531.79
HC Per GAP Calculation.....	\$2,273,236.62
Annual HC Recommended.....	\$1,780,531.79
HC Proceeds Recommended.....	\$16,023,183.13

Tax Exempt Bond 50% Test

Total DEPRECIABLE Cost.....	\$34,240,996.00
Plus Land Cost.....	\$1,700,000.00
Aggregate Basis.....	\$35,940,996.00
Tax Exempt Bond Amount.....	\$20,000,000.00
Equals Tax Exempt Proceeds Used for Building and Land*.....	\$20,000,000.00
Tax Exempt Proceeds as a Percentage of Aggregate Basis.....	55.65%

* Based on the assumption that 100% of the Tax Exempt Proceeds will be used for Building and Land.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.11
Local Government Contributions**

- a. The Applicant does NOT automatically receive the maximum points based on the selected Development Category of New Construction.
- b. If the Applicant selected the Development Category of New Construction (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development? Yes
- c. To demonstrate the Local Government Contribution, provide the applicable Local Government Verification of Contribution form(s) as **Attachment 11** as outlined in Section Four, 11. of the RFA.

Please enter the cumulative total values of all relative forms provided as **Attachment 11**. If more than one form of the same kind is provided, please add the amounts together and enter the total. The Value of Contribution (if applicable) is calculated automatically by taking the Face Amount and subtracting the Net Present Value of the repayment terms (calculated as provided in the RFA). The amounts for the Face Amount and the Net Present Value are provided on each Local Government Contribution form, as applicable.

Local Government Contribution Funding Table			
LG Verification of Contribution	Face Amount	Net Present Value	Value of Contribution
<i>Cash Contributions:</i>			
Loan Form(s)	\$104,000.00	\$75,889.92	\$28,110.08
Grant Form(s)			\$0.00
<i>Non-Cash Contributions:</i>			
Fee Waiver Form(s)			\$0.00
Fee Deferral Form(s)			\$0.00
Totals	\$104,000.00	\$75,889.92	\$28,110.08

Please enter the names of the Local Government(s) in the table below that have provided the funding identified in the table above. Identify the type of contribution being made for each entity. If one entity is providing more than one type of contribution, list each separately. If one entity is providing more than one form with the same type of contribution, only list it once.

Local Government Contributors	
Name of Local Government	Type of Contribution
City of Jacksonville	Loan
	<select one>
	<select one>
	<select one>
	<select one>

In order for the Applicant to receive the maximum of five points without the automatic qualification, the applicable Local Government Verification of Contribution form(s) provided as evidence of Local Government grant(s), loan(s), fee waiver(s) and/or fee deferral(s) meeting the eligibility criteria for such contributions must have a total amount calculated by taking the face amount of the commitment(s) minus the net present value of the commitment(s) (per RFA guidelines) with a cumulative total dollar amount equal to or greater than \$75,000. Applicants that do not have the necessary contribution amount to achieve maximum points will be scored on a pro-rata basis.

Based on the above information, it appears the Applicant would receive a total of 1.87 points towards the 5-point Local Government Contribution Points.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.12
Uniform Relocation Act (URA)**

a. Are there any units occupied?
If "Yes" – Go to question b. below; If "No" – Go to question c. below.

b. Tenant Relocation Information for Existing Properties

- (1) How many total units now exist in the development?
- (2) How many units are occupied?
- (3) Is permanent relocation (displacement) anticipated during or after the construction/
redevelopment period?
If "Yes", how many units are affected?
- (4) Will temporary relocation of any tenants be required?
If "Yes", how many tenants will require temporary relocation?

c. Uniform Relocation Act (URA) Acquisition Information

- (1) Does the Applicant own the Development site?
If "Yes" - Skip questions (2) through (4) below.
If "No" - Answer question (2) below.
- (2) Is Applicant a private company?
If "Yes" - Skip questions (3) and (4) below.
If "No" - Answer question (3) below.
- (3) Is the Applicant a public (government) Applicant?
If "Yes" - Answer question (4) below.
If "No" - Skip question (4) below.
- (4) Does the Applicant have eminent domain power?

*(Questions (3)
and (4) can be
skipped based on
the response in
12.c.(2))*

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.B.1.
Verifying Application Fee Payment**

To ensure that the Application Fee is processed for the correct online Application, the following is strongly recommended: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment. Additionally, include the following:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

Bank wire ref. #20232120010500 Fed ref. #20230731MMQFMP1W000021

**Section 4.B.2.
Bookmarking the all Attachments Document before uploading (5 points)**

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading.

**Section 4.B.3.
Addenda**

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

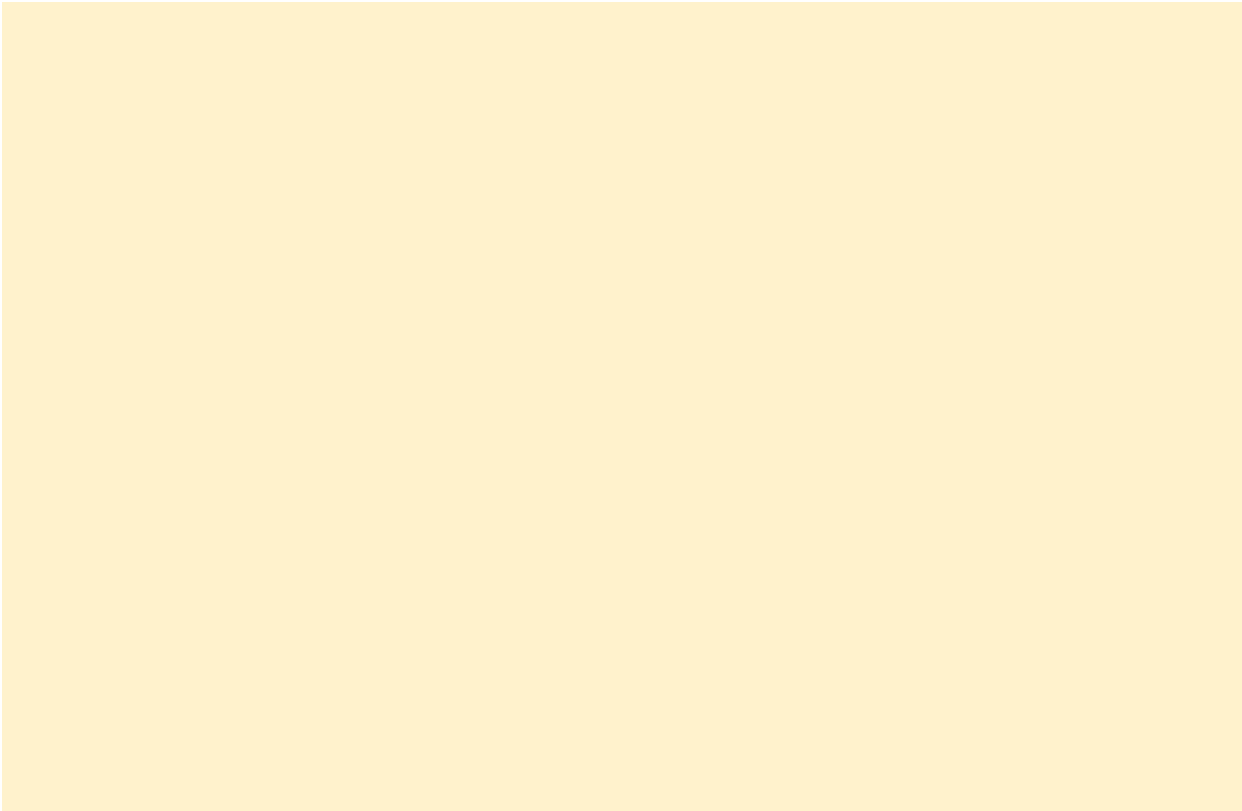


Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.C.
Applicant Certification and Acknowledgement Form**

The Authorized Principal Representative must review and execute this section.

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapters 67-21 and 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed section 67-48.004, F.A.C., and subsections 67-48.009(5), F.A.C. and 67-21.027, F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing authority waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement for the SAIL loan, and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application, the Limited Partnership Agreement, or Operating Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement or Operating Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.C.
Applicant Certification and Acknowledgement Form**

12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) no construction or inspection work is performed by the General Contractor, with the following exceptions: (a) The General Contractor may perform its duties to manage and control the construction of the Development; and (b) the General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor, Applicant, or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17)F.A.C.
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third-party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
15. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
17. All permanent sources designated on the Development Cost Pro Forma as self-sourced financing must remain as a source in the Development for a minimum of 15 years and may not be repaid to the Applicant from any funding source, including development cash flow. If self-sourced financing is repaid to the Applicant prior to the payment of the SAIL loan in full, the SAIL loan will be in default and must be paid in full, and the Applicant and any Applicant or Developer Principals and Affiliates may be subject to material misrepresentation consequences set forth in subsection 67-48.004(2), F.A.C.;
18. If a Self-Sourced Applicant transfers ownership of the Development within the first 15 years of the Compliance Period, the new owner must waive the right to seek a qualified contract;
19. The Applicant understands and is in compliance with any Priority 1/2 Applicant Designation requirements outlined in the RFA and will continue to comply throughout the Compliance Period. The Applicant agrees to notify the Corporation of any changes. The Corporation will determine whether the changes cause a violation of the Priority 1/2 Applicant Designation requirement.
20. Applicants that are not eligible for NHTF Funding due to requirements such as the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2) may instead be awarded an equivalent amount of funding through Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP). Although the HUD environmental requirements provided in 24 CFR 93.301(f)(1) and (2) do not apply, all HOME-ARP requirements would apply such as how the units must be used for Qualifying Populations, the HUD environmental requirements provided in 24 CFR Part 92 and 24 CFR Part 58, AND Davis-Bacon requirements apply, if there are at least twelve 22% Units.
21. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
22. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.
23. The Applicant has read, understands and will comply with the tenant selection requirements outlined in Exhibit G.
24. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.
25. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.
26. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

**Section 4.C.
Applicant Certification and Acknowledgement Form**

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

Signature of Authorized Principal Representative*

Julie von Weller

Title Executive Director of Berkeley Housing Initiative, Inc., Manager of Berkeley Mayfield GP, LLC, General Partner of Mayfield Place, Ltd.

*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

Principal Disclosures for the Applicant

APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 7.19.2023; Approved 7.20.2023

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Mayfield Place, Ltd.

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>General Partner</u>	<u>Berkeley Mayfield GP, LLC</u>	<u>Limited Liability Company</u>
2.	<u>Investor LP</u>	<u>Wolf, Jonathan L.</u>	<u>Natural Person</u>
3.	<u>Non-Investor LP</u>	<u>Mayfield Class B, LLC</u>	<u>Limited Liability Company</u>

Second Principal Disclosure Level:

Mayfield Place, Ltd.

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First Level Principal Entity</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
<u>1. (Berkeley Mayfield GP, LLC)</u>	<u>1.A. Manager</u>	<u>Berkeley Housing Initiative, Inc.</u>	<u>Non-Profit Corporation</u>
<u>1. (Berkeley Mayfield GP, LLC)</u>	<u>1.B. Member</u>	<u>Berkeley Housing Initiative, Inc.</u>	<u>Non-Profit Corporation</u>
<u>3. (Mayfield Class B, LLC)</u>	<u>3.A. Manager</u>	<u>Wolf, Jonathan L.</u>	<u>Natural Person</u>
<u>3. (Mayfield Class B, LLC)</u>	<u>3.B. Member</u>	<u>Wolf, Jonathan L.</u>	<u>Natural Person</u>
<u>3. (Mayfield Class B, LLC)</u>	<u>3.C. Member</u>	<u>Jonathan L. Wolf 2023 Irrevocable Grantor Trust</u>	<u>Trust</u>

Third Principal Disclosure Level:

Mayfield Place, Ltd.

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

<u>Third Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding Second Level Principal Entity</u>	<u>Enter Name of Third Level Principal who must be either a Natural Person or a Trust</u>	<u>The organizational structure of Third Level Principal identified. Must be either a Natural Person or a Trust</u>
<u>1.A. (Berkeley Housing Initiative, Inc.)</u>	<u>1.A.(1) Executive Director</u>	<u>von Weller, Julie</u>	<u>Natural Person</u>
<u>1.A. (Berkeley Housing Initiative, Inc.)</u>	<u>1.A.(2) Officer/Director</u>	<u>Gray, N. Dwayne</u>	<u>Natural Person</u>
<u>1.A. (Berkeley Housing Initiative, Inc.)</u>	<u>1.A.(3) Officer/Director</u>	<u>Sharkey, Jeffrey B.</u>	<u>Natural Person</u>
<u>1.A. (Berkeley Housing Initiative, Inc.)</u>	<u>1.A.(4) Officer/Director</u>	<u>Gray, N. Dwayne</u>	<u>Natural Person</u>
<u>1.A. (Berkeley Housing Initiative, Inc.)</u>	<u>1.A.(5) Officer/Director</u>	<u>Sharkey, Jeffrey B.</u>	<u>Natural Person</u>
<u>1.A. (Berkeley Housing Initiative, Inc.)</u>	<u>1.A.(6) Officer/Director</u>	<u>Sharkey, Jeffrey B.</u>	<u>Natural Person</u>
<u>1.B. (Berkeley Housing Initiative, Inc.)</u>	<u>1.B.(1) Executive Director</u>	<u>von Weller, Julie</u>	<u>Natural Person</u>
<u>1.B. (Berkeley Housing Initiative, Inc.)</u>	<u>1.B.(2) Officer/Director</u>	<u>Gray, N. Dwayne</u>	<u>Natural Person</u>
<u>1.B. (Berkeley Housing Initiative, Inc.)</u>	<u>1.B.(3) Officer/Director</u>	<u>Sharkey, Jeffrey B.</u>	<u>Natural Person</u>
<u>1.B. (Berkeley Housing Initiative, Inc.)</u>	<u>1.B.(4) Officer/Director</u>	<u>Gray, N. Dwayne</u>	<u>Natural Person</u>
<u>1.B. (Berkeley Housing Initiative, Inc.)</u>	<u>1.B.(5) Officer/Director</u>	<u>Sharkey, Jeffrey B.</u>	<u>Natural Person</u>
<u>1.B. (Berkeley Housing Initiative, Inc.)</u>	<u>1.B.(6) Officer/Director</u>	<u>Sharkey, Jeffrey B.</u>	<u>Natural Person</u>
<u>3.C. (Jonathan L. Wolf 2023 Irrevocable)</u>	<u>3.C.(1) Trustee</u>	<u>Wolf, Jonathan L.</u>	<u>Natural Person</u>
<u>3.C. (Jonathan L. Wolf 2023 Irrevocable)</u>	<u>3.C.(2) Beneficiary</u>	<u>Wolf, Jonathan L.</u>	<u>Natural Person</u>
<u>3.C. (Jonathan L. Wolf 2023 Irrevocable)</u>	<u>3.C.(3) Beneficiary</u>	<u>Wolf, Sara E.</u>	<u>Natural Person</u>
<u>3.C. (Jonathan L. Wolf 2023 Irrevocable)</u>	<u>3.C.(4) Beneficiary</u>	<u>Wolf, Harrison F.</u>	<u>Natural Person</u>

Principal Disclosures for the Developer

*APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 7.19.2023; Approved 7.20.2023*

How many Developers are part of this Application structure?

1

Select the organizational structure for the Developer entity:

The Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Mayfield Place Developer, LLC

First Principal Disclosure Level:

Mayfield Place Developer, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Manager	Wolf, Jonathan L.	Natural Person
2.	Member	Wolf, Jonathan L.	Natural Person
3.	Member	Bamberger, Glen F.	Natural Person
4.	Member	von Weller, Ryan S.	Natural Person
5.	Member	Wolf, Sara E.	Natural Person
6.	Member	Wolf, Harrison F.	Natural Person

Attachment

1

Exhibit "1"

State of Florida

Department of State

I certify from the records of this office that MAYFIELD PLACE, LTD. is a limited partnership organized under the laws of the State of Florida, filed on September 25, 2014.


The document number of this limited partnership is A14000000514.

I further certify that said limited partnership has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of July,
2023*




Secretary of State

Tracking Number: 2760207344CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment 2

Exhibit "1"

**Not
Applicable**

Exhibit "1"

Attachment 3

Exhibit "1"

State of Florida

Department of State


I certify from the records of this office that MAYFIELD PLACE DEVELOPER, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 25, 2014.

The document number of this limited liability company is L14000150114.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 27, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of July,
2023*




Secretary of State

Tracking Number: 3605690462CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment

4

Exhibit "1"

**Not
Applicable**

Exhibit "1"

Attachment 5

Exhibit "1"

**Not
Applicable**

Exhibit "1"

Attachment 6

Exhibit "1"

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the effective date set forth hereinbelow by and between **HAI HO** and **HENRY-JAY GILBERT** (together, the "Seller"), and **MAYFIELD PLACE, LTD.**, a Florida limited partnership, its successors and assigns (the "Purchaser").

WITNESSETH:

In consideration of the mutual covenants set forth herein and the earnest money deposit herein called for, the parties hereto mutually agree as follows:

Section 1. Sale and Purchase.

Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

a. that certain parcel of land situated at the northwest corner of Herlong Road and Old Middleburg Road in the City of Jacksonville, County of Duval, Florida, with the tax parcel ID of 010401-0000, containing approximately 7.89 acres, and being more particularly described in Exhibit "A" attached hereto (the "Land"); and all right, title, and interest appurtenant or related to the Land, including, but not limited to, all rights to underlying roads adjacent thereto, access easements and rights-of-way relating thereto or benefiting the Land, riparian, littoral rights, and other water rights relating thereto or benefiting the Land, utility mains, service laterals, hydrants and valves servicing or available to service the Land, and all minerals, soil, fill, landscaping and other embellishments now or in the future on or appurtenant thereto;

b. to the extent they are assignable, are owned and/or held by Seller, are in Seller's possession or control, and relate to the design, construction, ownership, development, maintenance or operation of the Land, any and all: (i) contracts or agreements, such as maintenance, service, or utility contracts; (ii) licenses, permits, approvals, or similar documents; (iii) plans, drawings, specifications, surveys, engineering reports, environmental reports, water and soil tests, construction, architectural and landscape plans, and other technical descriptions, maps and graphics related thereto; and (iv) all sewer and water tap reservations and all of the items listed in this sub-paragraph (b) and all rights of Seller thereunder are hereinafter collectively called the "Intangible Personal Property."

The Land and Intangible Personal Property are herein collectively called the "Property." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances except for taxes for the year of closing and easements and restrictions of record, provide such easements and restrictions do not adversely affect Purchaser's ability to develop an affordable multifamily housing project, and attendant facilities. Said attendant facilities shall be more particularly set forth and developed in accordance with the requirements of the Federal Low Income Housing Tax Credits (LIHTC) program, and/or the Florida Housing Finance Corporation. (the "Project").

Section 2. Purchase Price.

The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller is ONE MILLION SEVEN HUNDRED THOUSAND AND No/100 Dollars (\$1,700,000.00).

a. Purchaser, upon signing this Agreement, shall pay to Escrow Agent a deposit of TEN THOUSAND and No/100 Dollars (\$10,000.00), the receipt of which is hereby acknowledged by Seller (the "Initial Deposit").

Exhibit "1"

b. The Initial Deposit in 2.a. above shall be in U.S. Cash, all closing funds shall be a wire transfer on the date of Closing and delivery of Deed (or such greater or lesser amounts as may be necessary to complete payment of the Purchase Price after all credits, adjustments and pro-rations required herein).

c. The Initial Deposit, Additional Deposit, if applicable, the HFA Deposit, if applicable and Extension Deposit, if applicable (collectively, the "Deposit") shall be held by Purchaser's attorney, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("Escrow Agent"), in Escrow Agent's trust account with a local bank. The Deposit shall, if this transaction closes, become a credit in favor of Purchaser toward payment of the Purchase Price at closing. If this transaction shall fail to close, the disposition of the Deposit shall be as hereinafter provided.

d. All funds payable hereunder shall be tendered in lawful money of the United States of America. The Deposit and sum payable on the date of closing shall be paid by wire transfer of immediately available U.S. federal funds.

Section 3. Escrow Agent.

Escrow Agent has agreed to act as escrow agent for the convenience of the parties without fee or compensation for its services. Escrow Agent shall hold the Deposit, and, if applicable, invest same as provided for, and any other documents required herein, and to deliver same to the parties herein in accordance with the provisions of this Agreement. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful misconduct of Escrow Agent. Escrow Agent may rely upon the written notices, communications, orders or instructions given by Seller or Purchaser or believed by it to be genuine. Seller and Purchaser will indemnify and hold Escrow Agent harmless against any matters directly or indirectly related to the Deposit and any other funds held by Escrow Agent under this Agreement, including, without limitation, attorneys' fees. In the event of any disagreement among any of the parties to this Agreement resulting in adverse claims and demands being made in connection with the Property, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of the Deposit then held by it under this Agreement, and in doing so, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay the Deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Purchaser agree that the status of Purchaser's counsel as Escrow Agent under this Agreement does not disqualify such law firm from representing Purchaser in this transaction and in any disputes that may arise between Seller and Purchaser concerning this transaction, including any dispute or controversy with respect to the Deposit.

Section 4. Inspection Period.

a. Purchaser shall have until one hundred twenty (120) days from the Effective Date of this Agreement (the "Inspection Period") within which to conduct a general investigation of the Property (the "Property Inspection") and determine the feasibility of the Project. Within ten (10) business days of the Effective Date herein, Seller shall deliver copies of all surveys, environmental reports, title policies, soils reports and any other documents which relate to the Property. Purchaser hereby acknowledges and agrees that the Seller is making no representations or warranties with respect to any such documents Seller delivers to Purchaser. If Purchaser is not satisfied with the results of the Property Inspection and determines that it does not wish to purchase the Property, Purchaser may elect to cancel and terminate this Agreement by delivering notice to Seller within the Inspection Period, whereupon Escrow Agent shall return to Purchaser

all deposits paid hereunder and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder.

b. Purchaser, during the Inspection Period, may enter upon the Property to perform such reasonable acts as are necessary in order to conduct the Property Inspection. Purchaser may make copies of the foregoing documents provided that Purchaser shall not disclose the contents of them to anyone other than Purchaser's advisors and consultants, and provided further that all such copies shall be returned to Seller if this Agreement is terminated and Purchaser shall provide copies of all new reports to Seller. Purchaser may continue to enter upon the Property after the expiration of the Inspection Period provided this Agreement remains in full force and effect. Purchaser, its agents, representatives or contractors shall enter the Property at their own risk, all such entries and studies shall be at Purchaser's cost, and Seller shall have no liability for any injuries or cost sustained by Purchaser, its agents, employees, officers, representatives or contractors, unless caused by Seller's negligence or willful misconduct. Purchaser agrees the Property shall not be unnecessarily disturbed during the Property Inspection and prior to closing and agrees to promptly repair or restore any damage to the Property caused by such entry or entries onto the Property. Purchaser shall indemnify and hold harmless Seller (and its legal representatives, successors and assigns) from and against any and all claims, liens, demands, personal injury, property damage, or liability of any nature whatsoever arising from or incident to Purchaser's (or its agents, representatives' or contractors') entry or entries onto the Property or activities upon the Property, unless caused by Seller's negligence or willful misconduct. This indemnification shall include payment of court costs and attorneys' fees including those incurred in appellate proceedings.

c. Purchaser's indemnification obligations contained above shall survive any assignment, cancellation and termination of this Agreement for a period of one (1) year from such event.

Section 5. Financing and Tax Credit Contingency.

Purchaser's obligation to acquire the Property is contingent on its ability to obtain an allocation award to Purchaser for low income housing tax credits, through the Florida Housing Finance Corporation ("FHFC") for the construction of the Project on the Property. Purchaser shall file all necessary applications for obtaining the tax credits, through the FHFC within the timeframe for applications for the applicable Request For Applications ("RFA") issued by FHFC ("FHFC Allocation Award"). If Purchaser receives an FHFC Allocation Award in the amount it requested from the FHFC, then Purchaser shall, within ten (10) business days of receipt of its FHFC Allocation Award, make an additional earnest money escrow Deposit in the amount of FORTY THOUSAND and NO/100 DOLLARS (\$40,000.00) (the "Additional Deposit"), upon which said Initial Deposit, the HFA Deposit (if applicable) and Additional Deposit shall become non-refundable (except in the event of Seller's failure to close) but will apply against the Purchase Price at Closing. If Purchaser does not receive an FHFC Allocation Award in the amount set forth in its application from the FHFC, Purchaser shall, within ten (10) business days after notification regarding the FHFC Allocation Award, either (i) cancel and terminate this Agreement by delivering notice to Seller, the Initial Deposit shall be returned to Purchaser, and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder; or (ii) make the Additional Deposit as described hereinabove.

In addition, Purchaser shall apply for funding from the Jacksonville Housing Finance Authority ("HFA") for the Local Government Areas of Opportunity Funding in an amount equal to that required by the Florida Housing Finance Corporation RFA. If Purchaser receives an HFA award (the "HFA Award"), Purchaser shall, within ten (10) business days of receipt of the HFA Award, make an additional earnest money escrow Deposit in the amount of TWENTY THOUSAND and No/100 Dollars (\$20,000.00) (the "HFA Deposit"), which will apply against the Purchase Price at Closing. If the application is not selected for an HFA Award, Purchaser shall have the option of canceling this Agreement, whereupon any Deposit shall be promptly returned to Purchaser.

Section 6. Permits, Approvals and Site Plan Contingency.

Upon the execution hereof, Purchaser, at the Purchaser's expense and option, shall engage the appropriate professionals, in order to prepare all of the application plans, specifications and documents necessary for the Purchaser to obtain approval from appropriate local government and regulatory agencies for preliminary site plan approval for the Project and Purchaser's obligation to acquire the Property is contingent upon obtaining such approvals. Purchaser shall apply and diligently and in good faith pursue preliminary site plan approvals for the Project from all appropriate governmental and quasi-governmental agencies. The Purchaser shall be responsible for paying for all professional fees, and governmental approval fees and applications associated with the approvals which Purchaser has incurred. Purchaser agrees that Purchaser will not submit any final executed documents that would bind either the Property or the Seller to the preliminary site plan without the express written consent of Seller, which will not be unreasonably withheld. Seller and Purchaser hereby agree to fully cooperate with each other in connection with obtaining the preliminary site plan approval for the construction of the Project. Seller and Purchaser shall use their best efforts to obtain these approvals. Further, any modification of the zoning of the Property to allow for Purchaser's proposed use of the Property (the "Rezoning") shall be at Purchaser's sole cost and expense. Any Rezoning shall maintain the current uses under the existing zoning of the Property and shall be subject to Seller's review and prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller agrees to cooperate with Purchaser with regard to the Rezoning, including, but not limited to, appointing Purchaser as the authorized agent.

Section 7. Closing.

a. The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before June 30, 2024 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. Purchaser may elect to extend the Closing Date up to two (2) additional thirty (30) day periods by depositing an additional Ten Thousand and No/100 Dollars (\$10,000.00) (each an "Extension Deposit") for each requested thirty (30) day period with Escrow Agent prior to the original Closing Date or extended Closing Date, which Extension Deposit shall be non-refundable to Purchaser (except in the event of Seller's failure to close), and will apply against the Purchase Price.

b. At the Closing, the following shall occur:

(i) Purchaser, at its sole cost and expense, shall deliver or cause to be delivered at Closing the following:

1. The balance of the Purchase Price as set forth in Section 2 hereof, subject to prorations, adjustments and credits as described in this Agreement; and

2. Execute and deliver or obtain for delivery any instruments reasonably necessary to close this transaction, including, by way of example but not limitation, authorization resolutions, closing statements, certificates or affidavits and delivery of instruments reasonably required by the title agent.

(ii) Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

1. Special Warranty Deed fully executed and acknowledged by Seller, conveying, to Purchaser the Property, subject only to (a) real estate taxes for the year of closing, which are not yet due and payable, and subsequent years; (b) zoning and use restrictions in effect or which may hereafter come into existence due to governmental action; and (c) easements and restrictions of record which have been approved by Purchaser;

2. Assignment of all sewer and water taps, licenses, permits, plans and approvals, if any;

3. Affidavit attesting to the absence, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property which remain unpaid for ninety (90) days immediately preceding the date of Closing;

4. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code executed and sworn to by Seller;

5. Evidence reasonably satisfactory to Purchaser and the title agent that the person or persons executing the closing documents on behalf of Seller have full right, power and authority to do so;

6. Execute and deliver or obtain for delivery any other instruments reasonably necessary to close this transaction, including, by way of example but not limitation, closing statements, releases, affidavits and delivery of instruments reasonably required by the title agent;

7. Deliver all Intangible Personal Property, if any, in Seller's possession.

c. The following items shall be prorated or adjusted at the closing:

(i) Real estate taxes and assessments shall be prorated as of the Closing Date. Real estate taxes and assessments shall be prorated based on actual taxes and assessments for the year of Closing, or, if same are not available, on taxes and assessments for the preceding year, subject to proration between the parties upon receipt of final tax bill for the year of the closing.

d. Upon completion of the Closing, (i) Seller shall deliver to Purchaser possession of the Property; and (ii) Escrow Agent shall promptly record the deed of conveyance, and any other applicable closing documents upon confirmation of clearance of all funds.

e. At Closing, Purchaser shall pay (i) the recording fee for the deed, and (ii) Purchaser's attorneys' fees related to this transaction.

f. At Closing, Seller shall pay (i) the premium for the owner's policy of title insurance based on the minimum promulgated rate and any title search fees; (ii) all real estate taxes due and payable; (iii) documentary stamp/transfer taxes on the deed of conveyance, and (iv) Seller's attorneys' fees related to this transaction, if any.

g. Certified, confirmed and ratified special assessment liens as of the date hereof shall be paid by Seller and pending liens as of the date hereof shall be assumed by Purchaser.

h. A schedule delineating responsibility for payments and costs under this Contract is attached hereto as Schedule I.

Section 8. Evidence of Title and Title Insurance.

a. On or before thirty (30) days after the Effective Date, Seller shall obtain, at Seller's expense not to exceed the minimum promulgated rate set forth by the Insurance Commissioner of the State of Florida, a title insurance commitment for an ALTA Form B marketability policy issued by a title company chosen by Seller, but which is acceptable to Purchaser (the "Title Company") or a national title insurance company acceptable to Purchaser in the full amount of the Purchase Price (the "Commitment"), together with legible copies of any encumbrances listed thereon. The Commitment shall have an effective date that is after the Effective Date of the Agreement and that is within 10 days of the date of its issuance. At the Closing, Title Company shall deliver an endorsement to, or "mark-up" of, the Commitment deleting all Schedule B-I requirements, all standard exceptions except taxes for the current year not then due and payable, and the "gap" exceptions.

b. If the Commitment contains any exceptions which render title unmarketable or adversely affect the value of the Property or Purchaser's intended use of the Property as determined by Purchaser in its sole discretion, Purchaser shall deliver written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser. Such notice shall be given not later than fifteen (15) days after receipt of the Commitment by Purchaser. Upon receipt of the notice, Seller shall have thirty (30) days in which to remove the additional exceptions with reasonable effort and reasonable expenditures.

c. If Seller fails to remove any such objections within thirty (30) days after notice to Seller, Purchaser may elect by giving written notice to Seller, which notice must be received by Seller before the date that is five (5) business days after the end of such thirty (30) day period, either to (i) reject title as it then exists and terminate this Agreement and thereupon be entitled to a return of the Deposit, or (ii) waive such objections and proceed with the Closing and accept the Property subject to such exceptions without reduction of the Purchase Price. Upon return of the Deposit to Purchaser pursuant to subparagraph (i) above, this Agreement shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement, except for those rights, duties and obligations that specifically survive termination of this Agreement. If Purchaser fails to send any notice by the required date, Purchaser shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement.

d. If any subsequent endorsement to the Commitment reveals any additional exceptions not permitted by this Agreement, Seller shall have fifteen (15) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Purchaser shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than thirty (30) days to permit Seller to cure any such additional exceptions.

e. Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing. Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

Section 9. Survey.

Purchaser shall obtain, at Purchaser's expense, a survey of the Property which shall set forth a metes and bounds legal description for the Property. If the survey shows any encroachment on the Property, the same shall be treated as a title defect and the notice and cure provisions hereof shall control. The legal description set forth on the survey shall be the legal description utilized in the special warranty deed for the Land.

Section 10. Representations of Purchaser and Seller.

Seller and Purchaser respectively hereby make the following representations. Such representations shall also be deemed made as of the Closing Date and the remedies for breach thereof shall survive Closing:

a. Purchaser' Representations.

To induce Seller to enter into this Agreement and to sell the Property, Purchaser represents and warrants to Seller:

(i) Except for this Agreement, Purchaser has entered into no other purchase or commission agreement with respect to the Property.

(ii) Purchaser shall pay prior to Closing or arrange for payment after Closing of all claims, liabilities or expenses associated with its inspection, permitting and development of the Property, except as otherwise provided herein.

(iii) Purchaser has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will result (either immediately or after the passage of time and/or the giving of notice) in breach or default by Purchaser under any agreement or understanding to which Purchaser is a party or by which Purchaser may be bound or which would have an effect upon Purchaser's ability to fully perform its obligations under this Agreement.

(v) That Purchaser has the right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from or the taking of any action with respect to, any third parties. This Agreement, when executed and delivered by Purchaser and Seller, will constitute the valid and binding Agreement of Purchaser.

b. Seller's Representations.

To induce Purchaser to enter into this Agreement and to purchase the Property, Seller represents and warrants to Purchaser that:

(i) That Seller owns the entire fee simple title to the Property, legal and equitable, subject only to the Permitted Exceptions (which are title exceptions disclosed by the Title Commitment or survey and which do not adversely affect Purchaser's ability to construct the Project in the Purchaser's reasonable discretion);

(ii) That Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and that before the Closing, Seller shall promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property;

(iii) That there are no other purchase and sale agreements, options or rights of first refusal or leases in effect as of the Effective Date relating to the Property nor will any such interest be in effect as of the time of Closing;

(iv) That there are no judgments, encumbrances or liens against the Property or Seller that will remain unsatisfied at the time of Closing;

(v) That there is permanent vehicular and pedestrian physical and legal egress from and ingress to the Property to a public road or right of way;

(vi) During the term of this Agreement, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification, termination or alteration to existing easements, dedications, covenants, conditions, restrictions, or rights of way adversely affecting Purchaser's intended use for the Property, (ii) any new easements, covenants, dedications, conditions, restrictions, or rights of way affecting Purchaser's intended use for the Property, (iii) any zoning changes or other changes of governmental approvals, (iv)

any modifications to or future advances under any existing liens, mortgages, or other encumbrances on the Property, or (v) any new liens, mortgages, or other encumbrances on the Property;

(vii) That Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

(viii) That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

(ix) That, at all times during the term of this Agreement and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement shall be true and correct in all material respects;

(x) Seller has the right, power, and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement of Seller;

(xi) That, at all times during the term of this Agreement and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement shall be true and correct in all material respects;

(xii) That no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement not misleading; and

No inquiry, examination, or analysis made by Purchaser (or the results of same) shall reduce, limit or otherwise affect the representations and warranties made by Seller in this Agreement.

Section 11. Remedies.

In the event Purchaser shall fail to close for reasons not caused by Seller, the Deposit made by Purchaser shall be retained by Seller as agreed and liquidated damages for withholding the Property from the market and for expenses incurred and the parties shall thereupon be relieved of any further liability hereunder. In the event Seller shall fail to close for reasons not caused by Purchaser or due to Seller's inability to convey marketable title according to Section 8 hereof, Purchaser shall have the right to demand return of the Deposit paid hereunder, upon which return of Deposit the parties shall have no further liability hereunder, or, in the alternative, Purchaser shall have the right to seek specific performance of the Seller's obligations under this Agreement and Purchaser shall also have the right to recover all damages, including compensatory and special damages, incurred as a result of the Seller's breach of this Agreement.

Section 12. Destruction, Damage or Taking Prior to Closing.

If, prior to Closing, the Property is destroyed, damaged or becomes subject to condemnation or eminent domain proceedings, the Purchaser shall have the option, which must be exercised within ten (10) days after its receipt of written notice from Seller advising of such destruction, damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing, without reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. If Purchaser elects to proceed with the Closing, Purchaser shall be entitled to the insurance proceeds or condemnation proceeds payable as a result of such damage, destruction or taking up to the amount of the Purchase Price and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser, at Closing, Seller's rights to such proceeds up to the amount of the Purchase Price, and Seller will not settle or adjust any insurance claims without Purchaser's prior consent. All insurance

proceeds or condemnation proceeds in excess of the Purchase Price shall belong to and be retained by Seller.

Section 13. Real Estate Commission

The parties each represent and warrant that there are no real estate agents or brokers or transactional brokers involved in this transaction except for Julia Walsh of the Susan Kennedy Team at Coldwell Banker Vanguard Realty who will be paid commission at Closing by Seller pursuant to a separate agreement. Each party agrees to indemnify and hold harmless the other from all claims or demands of any other real estate agent or broker or transactional broker claiming by, through or under said party. This indemnification shall also include payment of court costs and attorneys' fees, including those incurred in appellate proceedings.

Section 14. Prohibition Against Recording

Neither this Agreement nor any part hereof, shall be recorded among the Public Records of any County in the State of Florida.

Section 15. Confidentiality

At all times before the Closing Date of the Property, Seller and Purchaser each agree to hold in strict confidence and not to disclose to any other party without the prior written consent of the other party, all information regarding the Property, as expressed in this Agreement, except as may be required by applicable law or as otherwise contemplated in this Agreement, or to each party's legal and financial advisors, lending institutions, or Purchaser's investors.

Section 16. Notices

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by delivering the same in person to such party; by prepaid telegram or telex, express mail; overnight delivery or e-mail. Notice given in accordance herewith shall be effective upon receipt at the address of the party to be served. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to:

Hai Ho and Henry-Jay Gilbert
~~1672 Spring Branch Drive~~ 128 Astra Way
Jacksonville, FL 32224 St. Johns, FL 32259 6/26/2023
Telephone: 08
HH

If to Purchaser, to:

Mayfield Place, Ltd.
1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714 6/26/2023
08
HJG

with a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: Laura M. Walda

If to Escrow Agent, to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: Daniel F. McIntosh

Section 17. Assigns.

This Agreement shall bind and insure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign Purchaser's rights under this Agreement provided that any potential Assignee expressly assumes all of the terms, conditions and obligations of this Agreement in writing.

Section 18. Entire Agreement.

This Agreement and all exhibits, when accepted by Seller, shall constitute the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements, representations or understandings, whether oral or written, between the parties and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. This Agreement, when accepted by Seller, shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 19. Counterparts.

This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. A facsimile signature shall be deemed to be an original. Offer and acceptance of this Agreement by facsimile is binding.

Section 20. Time of Essence.

Time is important to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance is required as to any date or time period set out or described herein. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays and legal holidays. If the final date of any period which is set out in any section of this Agreement falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 21. Effective Date.

Whenever the term or phrase "effective date" or "date hereof" or other similar phrases describing the date this Agreement becomes binding on Seller and Purchaser are used in this Agreement, such terms or phrases shall mean and refer to the date on which a counterpart or counterparts of this Agreement executed by Seller and Purchaser, together with the Initial Deposit, are deposited with the Escrow Agent.

Section 22. Time for Acceptance.

Delivery of this document to Purchaser shall not be deemed nor taken to be an offer to sell by Seller. Only when executed by Purchaser or Seller and delivered to the other party hereto shall this Agreement constitute an offer to buy or sell the Property, as the case may be, on the terms herein set forth, acceptable by the party receiving such executed Agreement within fourteen (14) business days after such receipt, by executing this Agreement and delivering the original hereof to the Escrow Agent and an originally signed copy hereof to the other party hereto. Failure to accept in the manner and within the time specified may, at the option of Purchaser, constitute a rejection and termination of such offer. No acceptance shall be valid and binding upon Seller unless in writing and signed by an authorized officer of Seller.

Section 23. Attorney's Fees.

In the event either party deems it necessary to cause litigation to enforce, interpret or construe the terms of this Agreement, court costs and attorneys' fees, including those incurred in appellate proceedings, shall be awarded to the prevailing party. In the event of enforcement of this Agreement, or any dispute as to interpretation or construction hereof the laws of the State of Florida shall apply, and this Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. In the event of litigation, the parties hereto agree that all suits shall be instituted and maintained in the Circuit Court in and for Duval County, Florida, the jurisdiction of which Court the parties hereby consent to. Purchaser and Seller mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to and a material inducement for, Purchaser and Seller to enter into this Agreement.

Section 24. Severability.

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 25. Headings.

The headings of the sections, paragraphs and subdivisions of this Agreement are for convenience and reference only, and shall not limit or otherwise affect any of the terms hereof.

Section 26. Tax Deferred Exchange.

In the event that Seller wishes to enter into a Section 1031 tax deferred exchange for the Property, Purchaser agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same, provided that: (a) the closing shall not be delayed; (b) all additional costs in connection with the exchange should be borne by the Seller; and the Purchaser shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

Section 27. Force Majeure.

Force Majeure Event is defined as "A delay occasioned by a cause or causes beyond the control of the party whose performance is so delayed. Such causes shall include, without limitation: moratoria, adverse weather conditions, civil commotion, warlike operations, sabotage, terrorism, governmental or judicial action/inaction, regulation, legislation or controls (including permitting or approval delays), material

shortages, or acts of God, including pandemics." Either party hereto shall be excused for the period of delay in the performance of any obligations hereunder when such delay is occasioned by a Force Majeure Event and the time for performance shall be automatically extended for a like period. Notwithstanding the foregoing, the terms of this provision shall not apply to the payment of any amount when due, unless caused by bank closures or interruptions, or the obligation to consummate the Closing.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date and year written below.

SELLER:



HAI HO

Dated: 7-17, 2023



HENRY-JAY GILBERT

Dated: 7-17, 2023

EXECUTED as of the date and year written below.

PURCHASER:

MAYFIELD PLACE, LTD, a Florida limited partnership

BY: **BERKELEY MAYFIELD GP, LLC**, a Florida limited liability company, its General Partner

BY: **BERKELEY HOUSING INITIATIVE, INC.** a Florida nonprofit corporation, its Manager

By: 
Julie von Weller, Executive Director

Dated: 07/17, 2023

Exhibit "1"

ESCROW AGENT

We acknowledge receipt of the Initial Deposit in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) subject to clearance and agree to be bound by the terms and conditions of this Agreement.

**LOWNDES DROSDICK, DOSTER, KANTOR &
REED, P.A.**


By: 
Printed Name: Daniel F. Malinosh
Its: Vice President
Dated: July 18, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF GOVERNMENT LOTS 7 AND 8, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, LYING EAST OF INTERSTATE 295, NORTH OF HERLONG ROAD AND WEST OF OLD MIDDLEBURG ROAD, (FORMERLY BLACK CREEK ROAD) SAID ROADWAYS AS NOW ESTABLISHED AND SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RIGHT-OF-WAY MAPS, SECTION 72001-2406, SHEETS 4, 5, 10 AND 11 (INTERSTATE 295 AND HERLONG ROAD) AND SECTION 72580-2602, SHEET 110 (OLD MIDDLEBURG ROAD (FORMERLY BLACK CREEK ROAD)), BEING A PORTION OF THOSE LANDS DESCRIBED BY DEED BOOK 1540, PAGE 520, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID OLD MIDDLEBURG ROAD WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HERLONG ROAD; THENCE WESTERLY ALONG LAST SAID NORTHERLY RIGHT-OF-WAY LINE, S.89°39'56"W., 66.58 FEET TO AN ANGLE POINT IN SAID LINE; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE N.60°12'30"W., 160.71 FEET TO AN ANGLE POINT IN SAID LINE; THENCE CONTINUE WESTERLY ALONG SAID LINE S.89°39'56"W., 786.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 295, SAID LINE BEING A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 5579.58 FEET; THENCE NORTHERLY ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 182.51 FEET, ALONG A CHORD BEARING AND DISTANCE OF N.03°14'43"E., 182.50 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE, N.04°10'56"E., 146.28 FEET; THENCE EASTERLY, N.89°51'20"E., 1040.91 FEET TO A POINT ON A CURVE, AND THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED OLD MIDDLEBURG ROAD, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1192.17 FEET; THENCE SOUTHERLY ALONG LAST SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 199.93 FEET, ALONG A CHORD BEARING AND DISTANCE OF S.12°08'05"W., 199.70 FEET TO A POINT OF TANGENCY; THENCE CONTINUE SOUTHERLY ALONG SAID WESTERLY LINE, S.07°19'49"W., 212.09 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF HERLONG ROAD AND THE POINT OF BEGINNING, CONTAINING 343,686 SQUARE FEET OR 7.89 ACRES, MORE OR LESS:

SCHEDULE I
SCHEDULE OF VARIOUS PAYMENT AND COST RESPONSIBILITIES

Purchaser's Costs	
1.	Purchase Price §2
2.	Initial Deposit §2(a)
3.	Additional Deposit ("FHFC Allocation Award") §5
4.	HFA Deposit §5
5.	Recording Fee for Deed §7(e)
6.	Purchaser's Attorney's Fees §7(e)
7.	Survey §9
8.	Payment of any claims, liabilities or expenses associated with the Property's inspection, permitting and development of the Property §6 and §10(a)(ii)
9.	Any Rezoning Costs §6
10.	If applicable, the Extension Deposit §7
Seller's Costs	
11.	Premium for the Owner's Policy of Title Insurance §7(f)
12.	Title Insurance Commitment §8(a)
13.	Documentary Stamp Tax on Deed of Conveyance §7(f)
14.	Seller's Attorney's Fees §7(f)
15.	Real Estate Commission §13
Prorated Closing Costs	
16.	Real Estate Taxes §7(c)(i)

Attachment 7

Exhibit "1"



July 18, 2023

Julie von Weller
Mayfield Place, Ltd.
1105 Kensington Park Drive, Suite 200
Altamonte Springs, FL 32714

Re: Mayfield Place – Preliminary Commitment

Dear Mrs. von Weller:

This letter is a preliminary equity investment commitment from the National Equity Fund, Inc. (NEF) for Mayfield Place (“Project”), a proposed LIHTC, multifamily community which will consist of 100 units that will serve seniors. The community is located in Jacksonville, Duval County, Florida.

NEF, an affiliate of the Local Initiatives Support Corporation (LISC), was incorporated in 1987 with the mission to identify and develop new sources of financing to help provide affordable housing for low income families and to assist non-profit organizations in creating this housing. NEF has worked with 700 local development partners in forming partnerships which acquire, develop, rehabilitate and manage low-income rental housing. Since the enactment of the Federal Low-Income Housing Tax Credit in 1986, NEF has raised more than \$10 billion in equity and invested it in more than 2,100 affordable housing projects in 46 states, including Washington, D.C. and Puerto Rico.

Described below are the basic terms, conditions and assumptions of this preliminary commitment:

- The Project will be a 100-unit LIHTC housing development set aside for seniors located in Jacksonville, Florida.
- The project will be owned by Mayfield Place, Ltd. Berkeley Mayfield GP, LLC will act as the General Partner. Mayfield Class B, LLC will be the Class B Limited Partner. The Limited Partner will be NEF Assignment Corporation. NEF has reviewed the entities and principals involved.
- NEF proposes to be the Federal Low-Income Housing Tax Credit investor with an equity investment of \$16,023,176 which represents a price of \$0.90 to purchase a total credit amount of \$17,803,529 (\$17,805,310 x 99.99%), based on an annual allocation of \$1,780,531 Federal Low-Income Housing tax credits NEF’s proposed equity pay-in schedule is depicted on the following page:

- 20% at Closing (\$3,204,635, amount paid prior to construction completion);
- 25% at Construction Completion
- 55% at Stabilization & 8609

The final timing and amounts of equity payments at closing and during construction will be agreed upon by NEF and the General Partners prior to closing.

- NEF will require an annual asset management fee of \$100 per unit, or \$10,000, increasing 3% per annum.
- **Reserves** – NEF will require Capitalized Operating Reserves in an amount to be sized during underwriting; NEF will also require annual contributions to the Replacement Reserves account in the amount of no less than \$300 per unit, or \$30,000, increasing 3% per annum.
- **Guaranties and Adjusters** – NEF will require Jonathan L. Wolf and guarantors acceptable to NEF in its sole discretion to provide guaranties of development completion, operating deficits, and the repurchase of NEF's interest if the project fails to meet basic tax credit benchmarks. The project's partnership agreement will include adjusters to the Limited Partner's capital contributions if there is a change in the agreed upon amounts of total projected tax credits or projected first year credits.

A final determination of our investment will depend upon confirmation of the project's assumptions; a full underwriting of the Project, the development team and their financial statements; the review of plans and specifications; the commitment for all other sources of financing; the development schedule; review of due diligence materials; successful negotiation of the partnership agreement and approval by NEF's Investment Review Committee and by its final tax credit investors.

Sincerely,



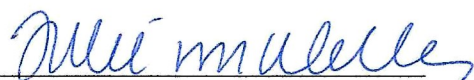
Jason Aldridge
Managing Director
National Equity Fund

Accepted By:

Mayfield Place, LTD.,
a Florida limited partnership

By: Berkeley Mayfield GP, LLC,
a Florida limited liability company,
its General Partner

By: Berkeley Housing Initiative, Inc., a Florida nonprofit corporation, its Manager

By: 

Name: Julie von Weller
Title: Executive Director

Attachment 8

Exhibit "1"



August 2, 2023

Mayfield Place, Ltd.
1105 Kensington Park, Suite 200
Altamonte Springs, Florida 32714

Re: 2023 Bond Application – Mayfield Place, Ltd.

To whom it may concern:

This correspondence confirms that **Mayfield Place Ltd.** has submitted a complete application for tax-exempt bond financing, in an amount not-to-exceed \$20,000,000, in connection with Florida Housing Finance Corporation (FHFC) RFA #2023-205. The application was submitted by or on behalf of Mayfield Place, Ltd., to the Jacksonville Housing Finance Authority, prior to the date hereof for the development of Mayfield Place - a proposed multi-family development of 100 units. The bonds for this development have not been issued and will not have closed prior to the application deadline for RFA #2023-205, issued by the FHFC.

Should you need additional information regarding the bond issuance for this development, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Smith", with a long horizontal flourish extending to the right.

Bernard E. Smith
Chairman
Jacksonville Housing Finance Authority

Attachment 9

Exhibit "1"

**Not
Applicable**

Exhibit "1"

Attachment 10

Exhibit "1"



July 19, 2023

Mayfield Place, Ltd.
c/o Julie von Weller
1105 Kensington Park Drive, Suite 200
Altamonte Springs, FL 32714

Re: Mayfield Place
Duval County, Florida

Dear Mrs. von Weller:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction and permanent lender for the development of affordable rental housing to be known as **Mayfield Place** and located in Duval County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Facilities: The Lender will purchase tax exempt bonds (the “Bonds”) up to **\$20,000,000** to be issued by Jacksonville Housing Finance Authority (“Issuer”), for total JPMC obligations of **\$20,000,000**. The Issuer will use the proceeds to make a loan (the “Construction Loan”) to the Borrower. The Lender will administer the Construction Loan, with payments of interest on the Construction Loan being applied to interest due and payments of principal on the Construction Loan being applied to reduce the amount of the outstanding balances of both obligations. Upon meeting the “Conditions Precedent to Convert from the Construction Loan Terms to Permanent Period” set forth below, the tax-exempt obligation shall convert to a permanent loan in an amount not to exceed **\$7,500,000** (the “Permanent Loan”).

Sponsor: Wendover Housing Partners, LLC

Borrower: Mayfield Place, Ltd.

Managing Member: Berkeley Mayfield GP, LLC

Developer: Mayfield Place Developer, LLC

Project: Mayfield Place will consist of a 100-unit affordable rental property that will be targeted towards senior-oriented households and located in Jacksonville, Duval County, Florida.

Construction Loan

Amount:	Approximately \$20,000,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.
Initial Term:	24 months.
Interest Rate:	The Construction loan (including the principal amount of any advance after the initial advance) shall bear interest at a per annum interest rate equal to the one-month Term SOFR plus 200 basis points (the "Interest Rate"). Any one-month Term SOFR less than 3.0% shall be deemed to be 3.0%. The construction interest reserve will be calculated with a cushion determined by Lender (7.26%).
Commitment Fee:	1.00% of the loan amount.
Extension Option:	One, conditional, six-month maturity extension.
Extension Fee:	0.25% of the sum of the loan balance and the amount remaining of the original commitments.
Collateral:	First and Second mortgages; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity by guarantors/indemnitor(s) satisfactory to JPMorgan Chase.
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval.
Tax Credit Equity:	At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.
Repayment:	Construction Loans will be repaid from equity funded up to and including conversion to the permanent financing and from the permanent loan.
Loan to Value:	Up to 80% including the value of the real estate and low income housing tax credits.
Contract Bonding:	100% Payment and Performance Bonds from "A" rated surety

Permanent Loan

Amount:	\$7,500,000 subject to final underwriting.
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Commitment Fee:	1.00% of the Permanent Loan amount payable at Construction Loan closing.
Interest Rate:	The interest rate for the Permanent Loan shall be locked at Construction Loan closing. The applicable interest rate shall be the 10-Year SOFR Swap Rate (3.50% as of today) plus 200 bps. Current indicative Bond rate is 5.50% .
Outside Conversion Date:	The Borrower must convert to the Permanent Loan on or before 30 months from Construction Loan closing. This "Outside Conversion Date" is the Construction Loan closing date advanced by the sum of (i) the number of months of the initial Construction Loan term and (ii) the maximum number of months available under the Extension Options.
Failure to Convert to the Permanent Loan:	In the event the Permanent Period does not commence for any reason or does not commence on or before the Outside Conversion Date, the Borrower shall pay Lender a break funding premium equal to the greater of 1.0% of the Permanent Loan commitment amount or yield maintenance.
Permanent Loan Term:	Measured from Construction Loan closing and equal to the sum of (i) the number of months to the Outside Conversion Date and (ii) 180 months (15 years).
Amortization:	35 years
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 80% of the stabilized rent-restricted value.
Conversion Requirements:	<p>At least three consecutive calendar months of not less than:</p> <ul style="list-style-type: none">• 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment, and• 90% economic and physical occupancy. <p>And a pro forma forecast shows in the first ten years following conversion annual DSCR (based on annual revenue growth of 2% and annual expense growth of 3%) of not less than 1.00x.</p> <p>As applicable, commercial income and commercial tenants will be excluded from the DSCR and occupancy requirements.</p>
Prepayment Terms:	Prepayment prior to three years before the Permanent Loan maturity date will be subject to a prepayment fee equal to the greater of 1% of the loan balance or yield maintenance. Thereafter, prepayment will be without premium.

Escrows/Reserves: Bank controlled escrows required for property taxes, insurance, and replacement reserves. Replacement reserve of \$300/unit/year (or such higher amount as required by any other party to the transaction) funded at conversion with 3-month initial deposit. An operating reserve equal to three months of operating expenses and debt service payments, to stay in place for the life of the loan, is required.

The terms outlined in this letter are contingent upon credit approval and completion of the underwriting and due diligence process, including without limitation receipt of appraisals, environmental reports, Lender's engineer's reports and all final budgets and operating pro forma, all satisfactory to Lender in its sole and absolute discretion. JPMorgan Chase Bank N.A. cannot extend any legally binding lending commitment until formal credit approval has been obtained, and either party may terminate negotiations at any time for any reason. All funding agreements for the Project shall be in form and substance acceptable to Lender in its sole discretion. We reserve the right to modify and/or add to any terms described in this letter following receipt and review of due diligence materials.

This letter, which expires on December 31, 2023, is intended to summarize the structure and basic terms and conditions (subject to modification upon completion of due diligence by Lender) upon which Lender will provide the financing described herein and is not an inclusive statement of all provisions, documents or requirements of a closing.

We look forward to working with you on this transaction.

Very Truly Yours,

JPMORGAN CHASE BANK, NA



Tammy Haylock-Moore, Authorized Signor

Attachment

11

Exhibit "1"

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Mayfield Place
Development Location: Old Middleburg Rd. N, Approximately 900ft. NW of the intersection of Old Middleburg Rd. N and Herlong Rd., Jacksonville, Duval County, FL
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county) If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

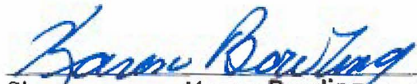
The City/County of Jacksonville, commits \$ 104,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$7,889.92.

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

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

 Karen Bowling
Signature Karen Bowling Print or Type Name
Chief Administrative Officer
For: Mayor Donna Deegan 8/1/2023
Print or Type Title Under Authority Of: Date Signed
Executive Order No: 2023-02

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

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

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

RFA 2023-205 Scoring Sheets

	Contributor/ Reporter	2024-001BSN	2024-002SN	2024-003BSN	2024-004SN	2024-005SN
Development Name		Hawthorne Heights	Avery Place Apartments	Arbors at The Ridge	Morris Manor Phase II	Calusa Pointe II
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	Cori	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	Mandy P	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)		5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	Cori	0	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	Tim	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)		5	5	5	5	5
Total Points		20	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Cori	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected		Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Mandy P	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided		Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided		Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided		Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met		Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements		Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided		Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met		Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements		Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided		Cori	Y	Y	Y	Y
4.b.(1) Development Category selected	Y		Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y		Y	Y	Y	Y
4.c. Development Type provided	Y		Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y		Y	Y	Y	Y
5.a. County identified	Y		Y	Y	Y	Y
5.b. Address of Development Site provided	Y		Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y		Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y		Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y		Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y		Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y		Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y		Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A		N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

Development Name	Contributor/ Reporter	2024-001BSN	2024-002SN	2024-003BSN	2024-004SN	2024-005SN
		Hawthorne Heights	Avery Place Apartments	Arbors at The Ridge	Morris Manor Phase II	Calusa Pointe II
6.a. Total Number of Units provided and within limits		Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation		Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided		Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed		Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements		Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements		Y	Y	Y	Y	Y
7. Evidence of Site Control provided		Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable		Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected		Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Tim	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)		Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided		Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided		Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses		Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)		Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Cori	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative		Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Liz T	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)		Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Kenny	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Yes or No	Y	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Cori	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Tim	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	Inspector General's office	29	24	12	7	53

RFA 2023-205 Scoring Sheets

	Contributor/ Reporter	2024-001BSN	2024-002SN	2024-003BSN	2024-004SN	2024-005SN
Development Name		Hawthorne Heights	Avery Place Apartments	Arbors at The Ridge	Morris Manor Phase II	Calusa Pointe II
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	Cori	Y	N	Y	Y	N
Other						
3.c.(3) What is the Application Priority Level?	Mandy P	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	Tim	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	Mandy P	N	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)		N/A	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	Cori	N/A	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected		N/A	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI		N/A	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	Tim	N/A	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.		N/A	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant qualifies as a Self-Sourced Applicant		N	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-006S	2024-007BS	2024-008BSN	2024-009BSN	2024-010BSN	2024-011BSN
Development Name	Garden House	Sound Meadows	Southward Village CNI Phase 3	Southward Village CNI Phase 2	Ekos on Collier	Liberty Square Phase Five
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	4	4	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	2	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	26	24	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-006S	2024-007BS	2024-008BSN	2024-009BSN	2024-010BSN	2024-011BSN
Development Name	Garden House	Sound Meadows	Southward Village CNI Phase 3	Southward Village CNI Phase 2	Ekos on Collier	Liberty Square Phase Five
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	11	9	30	16	57	8

RFA 2023-205 Scoring Sheets

	2024-006S	2024-007BS	2024-008BSN	2024-009BSN	2024-010BSN	2024-011BSN
Development Name	Garden House	Sound Meadows	Southward Village CNI Phase 3	Southward Village CNI Phase 2	Ekos on Collier	Liberty Square Phase Five
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	N	Y	N	N	N
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	Y	Y	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	Y	Y	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	Y	Y	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	Y	Y	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	Y	Y	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	Y	Y	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	Y	Y	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	Y	Y	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-012SN	2024-013BSN	2024-014SN	2024-015SN	2024-016BSN	2024-017BSN
Development Name	Yaeger Plaza	The Beacon at Bayside	Oakhurst Trace	Hibiscus Grove	Walden Senior Apartments	Osprey Landing
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	0	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	15	20	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-012SN	2024-013BSN	2024-014SN	2024-015SN	2024-016BSN	2024-017BSN
Development Name	Yaeger Plaza	The Beacon at Bayside	Oakhurst Trace	Hibiscus Grove	Walden Senior Apartments	Osprey Landing
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	27	43	60	21	25	38

RFA 2023-205 Scoring Sheets

	2024-012SN	2024-013BSN	2024-014SN	2024-015SN	2024-016BSN	2024-017BSN
Development Name	Yaeger Plaza	The Beacon at Bayside	Oakhurst Trace	Hibiscus Grove	Walden Senior Apartments	Osprey Landing
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	Y	N	N	Y	Y
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-018SN	2024-019S	2024-020BSN	2024-021BSN	2024-022BSN	2024-023SN
Development Name	3611/3621 Cleveland Avenue	Riverbend Landings	Arbours at Emerald Springs	The Nautilus	Legacy Park I	Barrett Park Apartments
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	4	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	2	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	20	26	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit "2"

RFA 2023-205 Scoring Sheets

	2024-018SN	2024-019S	2024-020BSN	2024-021BSN	2024-022BSN	2024-023SN
Development Name	3611/3621 Cleveland Avenue	Riverbend Landings	Arbours at Emerald Springs	The Nautilus	Legacy Park I	Barrett Park Apartments
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	55	46	22	40	59	35

RFA 2023-205 Scoring Sheets

	2024-018SN	2024-019S	2024-020BSN	2024-021BSN	2024-022BSN	2024-023SN
Development Name	3611/3621 Cleveland Avenue	Riverbend Landings	Arbours at Emerald Springs	The Nautilus	Legacy Park I	Barrett Park Apartments
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	N	N	Y	Y	N
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	Y	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	Y	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	Y	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	N/A	Y	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	N/A	Y	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	Y	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	Y	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	Y	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	Y	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-024BSN	2024-025SN	2024-026SN	2024-027BSN	2024-028S	2024-029SN
Development Name	Promenade on Embers Lake (Phase I)	Perrine Village I	Metro Grande II	Fern Grove Phase Two	Lake Bradford Apartments	Edison Towers II
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	4	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	0	5	5	5	5	5
Total Points	15	20	20	20	24	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-024BSN	2024-025SN	2024-026SN	2024-027BSN	2024-028S	2024-029SN
Development Name	Promenade on Embers Lake (Phase I)	Perrine Village I	Metro Grande II	Fern Grove Phase Two	Lake Bradford Apartments	Edison Towers II
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	N	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	N	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	42	50	20	13	41	31

RFA 2023-205 Scoring Sheets

	2024-024BSN	2024-025SN	2024-026SN	2024-027BSN	2024-028S	2024-029SN
Development Name	Promenade on Embers Lake (Phase I)	Perrine Village I	Metro Grande II	Fern Grove Phase Two	Lake Bradford Apartments	Edison Towers II
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	N	Y	Y	N	Y
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	Y	N
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	Y	N/A
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	Y	N/A
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	Y	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	Y	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	Y	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	Y	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	Y	N

RFA 2023-205 Scoring Sheets

	2024-030BSN	2024-031BSN	2024-032BSN	2024-033BSN	2024-034BSN	2024-035S
Development Name	Liberty Renaissance	Hibiscus Pointe	Hermosa North Fort Myers II	Pine Island Park	The Arbors at Naranja	Ambar Station
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	0	4
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	2
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	20	20	20	20	20	26
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-030BSN	2024-031BSN	2024-032BSN	2024-033BSN	2024-034BSN	2024-035S
Development Name	Liberty Renaissance	Hibiscus Pointe	Hermosa North Fort Myers II	Pine Island Park	The Arbors at Naranja	Ambar Station
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	36	58	23	14	63	3

RFA 2023-205 Scoring Sheets

	2024-030BSN	2024-031BSN	2024-032BSN	2024-033BSN	2024-034BSN	2024-035S
Development Name	Liberty Renaissance	Hibiscus Pointe	Hermosa North Fort Myers II	Pine Island Park	The Arbors at Naranja	Ambar Station
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	Y	N	Y	N	Y	N
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	N	Y
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	N/A	Y
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	N/A	Y
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	N/A	Y
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	N/A	Y
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	N/A	Y
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	N/A	Y
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	N	Y

RFA 2023-205 Scoring Sheets

	2024-036S	2024-037BSN	2024-038SN	2024-039BSN	2024-040SN	2024-041SN
Development Name	Southpointe Vista II	Ava Greens	Serenity Grove	Autumn Palms at Bayshore	Perrine Village III	Quail Roost Transit Village III
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	4	0	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	24	20	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-036S	2024-037BSN	2024-038SN	2024-039BSN	2024-040SN	2024-041SN
Development Name	Southpointe Vista II	Ava Greens	Serenity Grove	Autumn Palms at Bayshore	Perrine Village III	Quail Roost Transit Village III
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	N	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	N	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	19	28	17	15	5	52

RFA 2023-205 Scoring Sheets

	2024-036S	2024-037BSN	2024-038SN	2024-039BSN	2024-040SN	2024-041SN
Development Name	Southpointe Vista II	Ava Greens	Serenity Grove	Autumn Palms at Bayshore	Perrine Village III	Quail Roost Transit Village III
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	N	N	N	Y	Y
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	Y	N	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	Y	N/A	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	Y	N/A	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	Y	N/A	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	Y	N/A	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	Y	N/A	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	Y	N/A	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	Y	N	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-042SN	2024-043BSN	2024-044SN	2024-045BSN	2024-046BSN	2024-047BSN
Development Name	Royal Pointe	Freedom Pointe (f.k.a. Little Havana Senior)	Berkshire Square	Driftwood Terrace	Bayside Gardens	Mariposa Grove
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	20	20	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	N	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-042SN	2024-043BSN	2024-044SN	2024-045BSN	2024-046BSN	2024-047BSN
Development Name	Royal Pointe	Freedom Pointe (f.k.a. Little Havana Senior)	Berkshire Square	Driftwood Terrace	Bayside Gardens	Mariposa Grove
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	N	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	N	N	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	18	32	1	44	37	45

RFA 2023-205 Scoring Sheets

	2024-042SN	2024-043BSN	2024-044SN	2024-045BSN	2024-046BSN	2024-047BSN
Development Name	Royal Pointe	Freedom Pointe (f.k.a. Little Havana Senior)	Berkshire Square	Driftwood Terrace	Bayside Gardens	Mariposa Grove
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	Y	N	N	N	Y
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-048BSN	2024-049SN	2024-050SN	2024-051SN	2024-052SN	2024-053BSN
Development Name	DeSoto Workforce Housing	Woodland Park II	Mayfield Place	Cypress Grove Apartments	Orange on 14th	Magnolia Senior
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	0	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	0	5	5	5	0	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	1.87	5	5	5
Total Points	15	20	16.87	20	10	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	N	Y	Y	Y	N	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	N	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit "2"

RFA 2023-205 Scoring Sheets

	2024-048BSN	2024-049SN	2024-050SN	2024-051SN	2024-052SN	2024-053BSN
Development Name	DeSoto Workforce Housing	Woodland Park II	Mayfield Place	Cypress Grove Apartments	Orange on 14th	Magnolia Senior
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	N	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	Y	N
All Eligibility Requirements Met?	N	Y	Y	Y	N	N
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	26	39	48	54	6	61

RFA 2023-205 Scoring Sheets

	2024-048BSN	2024-049SN	2024-050SN	2024-051SN	2024-052SN	2024-053BSN
Development Name	DeSoto Workforce Housing	Woodland Park II	Mayfield Place	Cypress Grove Apartments	Orange on 14th	Magnolia Senior
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	N	Y	N	N	Y
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-054SN	2024-055BSN	2024-056BSN	2024-057SN	2024-058SN	2024-059BSN
Development Name	Flats on 4th	Casa San Juan Diego	St. Agnes Place	Magnolia Point	Tampa 47th Street Apartments	Thornton Place
Points awarded						
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	5	5	5
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	5	5
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	5	5	5
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	0	0
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	0	0
11. Local Government Contribution (Up to 5 points)	5	5	5	5	5	5
Total Points	20	20	20	20	20	20
Eligibility Requirements						
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y	Y
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	Y	Y
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	Y	Y
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected	Y	Y	Y	Y	Y	Y
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	Y	Y
4.c. Development Type provided	Y	Y	Y	Y	Y	Y
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	Y	Y
5.a. County identified	Y	Y	Y	Y	Y	Y
5.b. Address of Development Site provided	Y	Y	Y	Y	Y	Y
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	Y	Y
5.d.(1) Development Location Point provided	Y	Y	Y	Y	Y	Y
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	Y	Y
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	Y	Y
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	Y	Y
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	Y	Y
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A

RFA 2023-205 Scoring Sheets

	2024-054SN	2024-055BSN	2024-056BSN	2024-057SN	2024-058SN	2024-059BSN
Development Name	Flats on 4th	Casa San Juan Diego	St. Agnes Place	Magnolia Point	Tampa 47th Street Apartments	Thornton Place
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	Y	Y
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	Y	Y
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	Y	Y
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	Y	Y	Y
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	Y	Y
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	Y	Y
7. Evidence of Site Control provided	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	Y	Y
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	Y	Y
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	Y	Y
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	Y	Y
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	Y	Y
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	Y	Y
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	Y	Y
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y
Tie-Breakers						
5.e. Proximity Funding Preference	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.d.)	62	49	4	51	34	47

RFA 2023-205 Scoring Sheets

	2024-054SN	2024-055BSN	2024-056BSN	2024-057SN	2024-058SN	2024-059BSN
Development Name	Flats on 4th	Casa San Juan Diego	St. Agnes Place	Magnolia Point	Tampa 47th Street Apartments	Thornton Place
Veterans Preference						
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	Y	N	N	N	N	Y
Other						
3.c.(3) What is the Application Priority Level?	1	1	1	1	1	1
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	N	N
Self-Sourced Applications						
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	N	N
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	N/A	N/A
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	N/A	N/A
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	N/A	N/A
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	N/A	N/A
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	N/A	N/A
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	N	N

RFA 2023-205 Scoring Sheets

	2024-060SN	2024-061BSN	2024-062BSN	2024-063SN	# of Applications that did not meet requirements
Development Name	Egret Landing	Cardinal Pointe	S Ivey Lane Apartments	Village of Valor	
Points awarded					
Bookmarking Attachments prior to submission (Section Three, A.2.b.) (5 points)	5	5	5	0	2
3.b.(3)(b) Developer Experience with Corporation funded Developments (5 points)	5	5	5	5	0
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline (Up to 5 points)	5	5	5	0	4
6.f. Compliance Period Points, Self-Sourced Applicants only (Up to 4 points)	0	0	0	0	6
10.b.(2) Higher Self-Sourced Applicant Contribution Points, Self-Sourced Applicants only (Up to 2 points)	0	0	0	0	3
11. Local Government Contribution (Up to 5 points)	5	5	5	0	3
Total Points	20	20	20	5	
Eligibility Requirements					
Submission Requirements met (section Three, A.)	Y	Y	Y	Y	0
2.a. Demographic Commitment selected	Y	Y	Y	Y	0
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	0
3.a.(2) Evidence Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	Y	1
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	0
3.b.(2) Evidence that each Developer entity is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline provided	Y	Y	Y	N	1
3.b.(3)(a) Developer Experience Requirement met	Y	Y	Y	Y	0
3.c.(1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	2
3.d.(1) Management Company contact information provided	Y	Y	Y	Y	0
3.d.(2) Prior Management Company Experience requirement met	Y	Y	Y	Y	0
3.e.(1) Authorized Principal Representative provided and meets requirements	Y	Y	Y	Y	1
4.a. Name of Proposed Development provided	Y	Y	Y	Y	0
4.b.(1) Development Category selected	Y	Y	Y	Y	0
4.b.(2) Development Category Qualifying Conditions met	Y	Y	Y	Y	0
4.c. Development Type provided	Y	Y	Y	Y	0
4.d. Unit Characteristic Chart reflecting the breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided	Y	Y	Y	Y	0
5.a. County identified	Y	Y	Y	Y	0
5.b. Address of Development Site provided	Y	Y	Y	Y	0
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	Y	0
5.d.(1) Development Location Point provided	Y	Y	Y	Y	0
5.d.(2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	Y	0
5.e.(2) Minimum Transit Score met (if applicable)	Y	Y	Y	Y	0
5.e. Minimum Total Proximity Score met	Y	Y	Y	Y	0
5.f. Mandatory Distance Requirement met	Y	Y	Y	Y	0
5.g. LDA Development Conditions met (if applicable)	N/A	N/A	N/A	N/A	0

RFA 2023-205 Scoring Sheets

	2024-060SN	2024-061BSN	2024-062BSN	2024-063SN	# of Applications that did not meet requirements
Development Name	Egret Landing	Cardinal Pointe	S Ivey Lane Apartments	Village of Valor	
6.a. Total Number of Units provided and within limits	Y	Y	Y	Y	0
6.b. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	Y	0
6.c.(1) Minimum Set-Aside election provided	Y	Y	Y	Y	0
6.c.(2) Total Set-Aside Breakdown Chart properly completed	Y	Y	Y	N	1
6.d. Unit mix provided and meets requirements	Y	Y	Y	Y	0
6.e. Number of residential buildings provided and meets requirements	Y	Y	Y	Y	0
7. Evidence of Site Control provided	Y	Y	Y	Y	0
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable	Y	Y	Y	Y	0
9. Minimum number of Resident Programs selected	Y	Y	Y	Y	0
10.a.(1) Applicant's SAIL Funding Request Amount provided	Y	Y	Y	Y	0
10.a.(1) Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County Only)	Y	Y	Y	Y	0
10.a.(2) Applicant's Non-Competitive HC Request Amount provided	Y	Y	Y	Y	0
10.a.(3) Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds) provided	Y	Y	Y	Y	0
10.c. Development Cost Pro Forma provided showing sources that equal or exceed uses	Y	Y	Y	N	2
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, B.)	Y	Y	Y	Y	0
12. Uniform Relocation Act questions answers	Y	Y	Y	Y	0
4.C. Applicant Certification and Acknowledgement signed by Authorized Principal Representative	Y	Y	Y	Y	0
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development (Section Five, A.1.)	Y	Y	Y	Y	0
Verification of no recent de-obligations (Section Five, A.1.)	Y	Y	Y	Y	0
Financial Arrearage Requirement met (Section Five, A.1.)	Y	Y	Y	Y	4
All Eligibility Requirements Met?	Y	Y	Y	N	8
Tie-Breakers					
5.e. Proximity Funding Preference	Y	Y	Y	Y	0
Florida Job Creation Preference (Section Five, B.4.c.)	Y	Y	Y	Y	0
Lottery Number (Section Five, B.4.d.)	10	2	56	33	

RFA 2023-205 Scoring Sheets

	2024-060SN	2024-061BSN	2024-062BSN	2024-063SN	# of Applications that did not meet requirements
Development Name	Egret Landing	Cardinal Pointe	S Ivey Lane Apartments	Village of Valor	
Veterans Preference					
2.b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	Y	Y	Y	N	26
Other					
3.c.(3) What is the Application Priority Level?	1	1	1	1	0
10.d.(3) Does the Application qualify for the HUD CNI Goal?	N	N	N	N	1
Self-Sourced Applications					
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	6
Application qualified as a Priority 1 Application (auto populated from above section)	N/A	N/A	N/A	N/A	
2.a. Demographic Commitment of Family was selected	N/A	N/A	N/A	N/A	
4.b. Development Category of New Construction was selected	N/A	N/A	N/A	N/A	
6.c. At least 5% of the total units were set aside below 50% AMI	N/A	N/A	N/A	N/A	
10.b.(2) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Principal of the Applicant stated on the Principal Disclosure Form	N/A	N/A	N/A	N/A	
10.b.(2) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAIL request amount or \$1 million.	N/A	N/A	N/A	N/A	
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	6

RFA 2023-205 Review Committee Recommendations

SAIL Funding Balance Available	1,190,523
Family Demographic Funding Balance Available	1,016,978
Elderly Demographic Funding Balance Available	173,545

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	Total SAIL Request (SAIL + ELI)	Eligible For Funding?	Veterans Preference?	Self-Sourced Applicant?	HUD CNI Goal?	Total Number of Units	Priority Level?	Total Points	Leveraging Level	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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Two Elderly Large County New Construction Applications

2024-047BSN	Mariposa Grove	Orange	L	Scott Zimmerman	BDG Mariposa Grove Developer, LLC	NC	E, Non-ALF	11,750,000	Y	Y	N	N	138	1	20	3	Y	Y	45
2024-054SN	Flats on 4th	Pinellas	L	Brett Green	Flats on 4th Developer, LLC; Pinellas County Housing and Economic Development Corporation	NC	E, Non-ALF	6,019,800	Y	Y	N	N	80	1	20	3	Y	Y	62

Three Family Large County New Construction Applications

2024-035S	Ambar Station	Miami-Dade	L	Elena M. Adames	Ambar3, LLC	NC	F	11,000,000	Y	N	Y	N	576	1	26	1	Y	Y	3
2024-033BSN	Pine Island Park	Broward	L	Lewis V Swezy	RS Development Corp	NC	F	6,509,880	Y	N	N	N	120	1	20	2	Y	Y	14
2024-006S	Garden House	Miami-Dade	L	Christopher L. Shear	MHP FL South Parcel Developer, LLC ; MJHS South Parcel Developer, LLC	NC	F	6,665,000	Y	N	Y	N	145	1	26	4	Y	Y	11

One Elderly Medium County New Construction Application

2024-032BSN	Hermosa North Fort Myers II	Lee	M	Marcus D. Goodson	Revital Development Group, LLC; DDER Development, LLC; LCHA Developer, LLC	NC	E, Non-ALF	6,080,500	Y	Y	N	N	88	1	20	2	Y	Y	23
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Two Family Medium County New Construction Applications

2024-019S	Riverbend Landings	Seminole	M	Jay P. Brock	Atlantic Housing Partners, L.L.L.P.	NC	F	4,099,700	Y	N	Y	N	89	1	26	2	Y	Y	46
2024-028S	Lake Bradford Apartments	Leon	M	C. Hunter Nelson	ECG Lake Bradford Developer, LLC	NC	F	7,146,000	Y	N	Y	N	156	1	24	4	Y	Y	41

RFA 2023-205 Review Committee Recommendations

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	Total SAIL Request (SAIL + ELI)	Eligible For Funding?	Veterans Preference?	Self-Sourced Applicant?	HUD CNI Goal?	Total Number of Units	Priority Level?	Total Points	Leveraging Level	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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One HUD Choice Neighborhoods Implementation Grant Application

2024-018SN	3611/3621 Cleveland Avenue	Lee	M	Vincent R Bennett	Fort Myers Developer, LLC; Southwest Florida Affordable Development, LLC	NC	F	9,402,500	Y	N	N	Y	92	1	20	5	Y	Y	55
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Small County Application(s)

2024-020BSN	Arbours at Emerald Springs	Walton	S	Sam Johnston	Arbour Valley Development, LLC	NC	F	8,609,400	Y	N	N	N	84	1	20	5	Y	Y	22
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Medium County Application(s)

2024-001BSN	Hawthorne Heights	Alachua	M	Michael Ruane	CORE Hawthorne Heights Developer LLC	NC	E, Non-ALF	7,794,600	Y	Y	N	N	86	1	20	4	Y	Y	29
2024-055BSN	Casa San Juan Diego	Collier	M	Eric C. Miller	NDA Developer, LLC; CSJD Developer, Inc.; CCHA Developer, LLC	NC	F	7,000,000	Y	N	N	N	80	1	20	4	Y	Y	49

Large County Application(s)

2024-060SN	Egret Landing	Duval	L	Deion R. Lowery	DDER Development, LLC	NC	E, Non-ALF	8,984,300	Y	Y	N	N	88	1	20	5	Y	Y	10
2024-058SN	Tampa 47th Street Apartments	Hillsborough	L	Alberto Milo, Jr.	Tampa 47th Street Apartments Developer, LLC	NC	F	7,750,000	Y	N	N	N	175	1	20	2	Y	Y	34
2024-012SN	Yaeger Plaza	Miami-Dade	L	Kareem T. Brantley	Integral Florida, LLC	NC	F	3,750,000	Y	N	N	N	135	1	15	1	Y	Y	27

RFA 2023-205 Board Approved Preliminary Awards

SAIL Funding Balance Available	1,190,523
Family Demographic Funding Balance Available	1,016,978
Elderly Demographic Funding Balance Available	173,545

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	Total SAIL Request (SAIL + ELI)	Eligible For Funding?	Veterans Preference?	Self-Sourced Applicant?	HUD CNI Goal?	Total Number of Units	Priority Level?	Total Points	Leveraging Level	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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Two Elderly Large County New Construction Applications

2024-047BSN	Mariposa Grove	Orange	L	Scott Zimmerman	BDG Mariposa Grove Developer, LLC	NC	E, Non-ALF	11,750,000	Y	Y	N	N	138	1	20	3	Y	Y	45
2024-054SN	Flats on 4th	Pinellas	L	Brett Green	Flats on 4th Developer, LLC; Pinellas County Housing and Economic Development Corporation	NC	E, Non-ALF	6,019,800	Y	Y	N	N	80	1	20	3	Y	Y	62

Three Family Large County New Construction Applications

2024-035S	Ambar Station	Miami-Dade	L	Elena M. Adames	Ambar3, LLC	NC	F	11,000,000	Y	N	Y	N	576	1	26	1	Y	Y	3
2024-033BSN	Pine Island Park	Broward	L	Lewis V Swezy	RS Development Corp	NC	F	6,509,880	Y	N	N	N	120	1	20	2	Y	Y	14
2024-006S	Garden House	Miami-Dade	L	Christopher L. Shear	MHP FL South Parcel Developer, LLC ; MJHS South Parcel Developer, LLC	NC	F	6,665,000	Y	N	Y	N	145	1	26	4	Y	Y	11

One Elderly Medium County New Construction Application

2024-032BSN	Hermosa North Fort Myers II	Lee	M	Marcus D. Goodson	Revital Development Group, LLC; DDER Development, LLC; LCHA Developer, LLC	NC	E, Non-ALF	6,080,500	Y	Y	N	N	88	1	20	2	Y	Y	23
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Two Family Medium County New Construction Applications

2024-019S	Riverbend Landings	Seminole	M	Jay P. Brock	Atlantic Housing Partners, L.L.L.P.	NC	F	4,099,700	Y	N	Y	N	89	1	26	2	Y	Y	46
2024-028S	Lake Bradford Apartments	Leon	M	C. Hunter Nelson	ECG Lake Bradford Developer, LLC	NC	F	7,146,000	Y	N	Y	N	156	1	24	4	Y	Y	41

RFA 2023-205 Board Approved Preliminary Awards

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	Total SAIL Request (SAIL + ELI)	Eligible For Funding?	Veterans Preference?	Self-Sourced Applicant?	HUD CNI Goal?	Total Number of Units	Priority Level?	Total Points	Leveraging Level	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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One HUD Choice Neighborhoods Implementation Grant Application

2024-018SN	3611/3621 Cleveland Avenue	Lee	M	Vincent R Bennett	Fort Myers Developer, LLC; Southwest Florida Affordable Development, LLC	NC	F	9,402,500	Y	N	N	Y	92	1	20	5	Y	Y	55
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Small County Application(s)

2024-020BSN	Arbours at Emerald Springs	Walton	S	Sam Johnston	Arbour Valley Development, LLC	NC	F	8,609,400	Y	N	N	N	84	1	20	5	Y	Y	22
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Medium County Application(s)

2024-001BSN	Hawthorne Heights	Alachua	M	Michael Ruane	CORE Hawthorne Heights Developer LLC	NC	E, Non-ALF	7,794,600	Y	Y	N	N	86	1	20	4	Y	Y	29
2024-055BSN	Casa San Juan Diego	Collier	M	Eric C. Miller	NDA Developer, LLC; CSJD Developer, Inc.; CCHA Developer, LLC	NC	F	7,000,000	Y	N	N	N	80	1	20	4	Y	Y	49

Large County Application(s)

2024-060SN	Egret Landing	Duval	L	Deion R. Lowery	DDER Development, LLC	NC	E, Non-ALF	8,984,300	Y	Y	N	N	88	1	20	5	Y	Y	10
2024-058SN	Tampa 47th Street Apartments	Hillsborough	L	Alberto Milo, Jr.	Tampa 47th Street Apartments Developer, LLC	NC	F	7,750,000	Y	N	N	N	175	1	20	2	Y	Y	34
2024-012SN	Yaeger Plaza	Miami-Dade	L	Kareem T. Brantley	Integral Florida, LLC	NC	F	3,750,000	Y	N	N	N	135	1	15	1	Y	Y	27

On September 8, 2023, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee’s motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.



**Manson
Bolves
Donaldson
Tanner**

Attorneys at Law
Integrity•Intelligence•Diligence

September 12, 2023

RECEIVED

SEP 12 2023 9:59 AM

FLORIDA HOUSING
FINANCE CORPORATION

Clerk of Corporation
Florida Housing Finance Corporation
227 North Bronough Street
Suite 5000
Tallahassee, FL 32301

VIA ELECTRONIC MAIL
corporation.clerk@floridahousing.org

Re: RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bond Financing And Non-Competitive Housing Credits (“RFA 2023-205”)

Dear Madame Clerk,

On behalf of Applicant, Mayfield Place Ltd., Application No. 2024-050SN, and Developer, Mayfield Place Developer, LLC, (collectively, “Mayfield Place”) this letter constitutes a Notice of Protest (“Notice”) filed pursuant to Sections 120.569 and 120.57, Florida Statutes, Chapter 28-110, Florida Administrative Code, Rule 67-60.009, Florida Administrative Code, and RFA 2023-205. Mayfield Place protests Florida Housing Finance Corporation’s (“Florida Housing”) intended decision with respect to scoring, ranking, and selection of all applications submitted in response to RFA 2023-205.

This Notice is being filed within 72 hours, not including weekends, of the posting of the Preliminary Awards on Florida Housing’s website on Friday, September 8, 2023, at 1:55 PM. Mayfield Place reserves the right to file a formal written protest within ten (10) days of the filing of this Notice in accordance with Section 120.57(3), Florida Statutes. This Notice is being filed to, among other matters, preserve Mayfield Place’s ability to initiate or intervene in proceedings that may impact scoring, ranking, and the funding determination for RFA 2023-205.

Sincerely,

MANSON, BOLVES, DONALDSON, TANNER, P.A.

Attorney

Tampa **Tallahassee** **West Palm Beach**
109 North Brush Street, Suite 300 Tampa, FL 33602 (T) 813.514.4700 (F) 813.514.4701
***.MansonBolves.com

Exhibit "4"

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion. The effective date of this Exhibit A is 07/21/2023.

Section 4.A.1. Review of Attachments

Provide all attachments as required pursuant to the RFA. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

Section 4.A.2 Demographic Commitment

Demographic Commitment: Elderly Non-ALF

Veteran Preference in Elderly Developments in Medium and Large Counties

Does the Application commit to offer a preference to Veterans on occupancy applications and waitlists throughout the Compliance Period with a goal of at least five percent of the units in the Development being occupied by one or more Veterans?

Yes

Section 4.A.3 Applicant, Developer, Management Company and Contact Person

a. Applicant

(1) (a) Name of Applicant: Egret Landing, LLC

(b) Does the Applicant qualify as a Self-Sourced Applicant? No

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 1**.

(3) Non-Profit Applicant Qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C.?

No

If "Yes", provide the required information for the Non-Profit entity as **Attachment 2**.

b. Developer Information

(1) Name of each Developer (including all co-Developers, one per line)

DDER Development, LLC

(2) For each Developer entity listed in question (1) above (that is not a natural person, Local Government, or Public Housing Authority), provide, as **Attachment 3**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) Developer Experience (5 points)

(a) Required Developer Experience

At least one Developer entity named in (1) above must meet the Developer experience outlined in Section Four of the RFA.

Name of the natural person Principal with the required experience: Deion R. Lowery

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Name of Developer entity (for the proposed Development) for which the above individual is a Principal: DDER Development, LLC

(i) First development that meets the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:

Name of Development:	<u>Palos Verdes Apartments</u>	
Location (city and state):	<u>Kissimmee, FL</u>	
Total Number of Units:	<u>120</u>	<i>The indicated units meet the minimum RFA requirement of 44 units (50% x 88). The minimum number of 1 development to have at least 44 units is met.</i>
Year Completed: (can be no earlier than 2003)	<u>2020</u>	<i>The year meets the date requirement for the MF rental housing experience. The minimum MF rental housing experience of 1 development is met.</i>
All required data fields have entries. The minimum number of 1 development to be listed is met.		

(b) Developer Experience with Corporation funded Developments (5 points)

To receive five points, the Developer Experience with Corporation funded Developments criteria outlined in Section Four A.3.b.(3)(b)(i) of the RFA must be met.

c. Principals Disclosure for the Applicant and for each Developer (5 points)

(1) Eligibility Requirements

The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form") must be uploaded with the Application, as outlined in Section Three of the RFA, and meet the requirements of Section Four of the RFA.

(2) Advance Review of Principals Disclosure Form (5 points)

Applicants will receive 5 points if the uploaded Principal Disclosure Form is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

(3) Priority Designation of Applications

Indicate whether this Application is designated as Priority 1 or Priority 2. If no selection is made, the Application will be considered a Priority 2 Application.

Priority 1

d. Management Company

(1) Contact Information

First Name:	<u>Carrie</u>	Middle Initial:	<u>L.</u>
Last Name:	<u>Brewer</u>		
Name of Management Company:	<u>Professional Management, Inc.</u>		
Street Address:	<u>9095 SW 87th Avenue, Suite 777</u>		
City:	<u>Miami</u>		
State:	<u>FL</u>		
Zip Code:	<u>33176</u>		
Telephone (xxx)xxx-xxxx:	<u>(305) 270-0870</u>	Telephone Extension:	<u>218</u>
Email Address:	<u>carrieb@pmiflorida.com</u>		

(2) The Management Company named in (1) above must meet the experience outlined in Section Four of the RFA.

Name of the Management Company or a Principal of the Management Company with the required experience: Professional Management, Inc.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

(a) First completed affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA

Name of Development:	Kings Terrace	
Location (city and state):	Miami, FL	
Currently Managing or Formerly Managed?	Currently Managing	
Total Number of Units:	300	The indicated units meet the minimum requirement (50% x 88 = 44). The minimum of 1 development with at least 44 units is met.
Length of Time (number of years):	11	The # of years indicated meets the minimum RFA requirement. The minimum of 2 developments with at least 2 years of management experience each is met.
All required data fields have entries. The minimum number of 2 developments to be listed is met.		

(b) Second completed affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA

Name of Development:	Pinnacle Cove	
Location (city and state):	Orlando, FL	
Currently Managing or Formerly Managed?	Currently Managing	
Total Number of Units:	420	The indicated units meet the minimum requirement (50% x 88 = 44). The minimum of 1 development with at least 44 units is met.
Length of Time (number of years):	18	The # of years indicated meets the minimum RFA requirement. The minimum of 2 developments with at least 2 years of management experience each is met.
All required data fields have entries. The minimum number of 2 developments to be listed is met.		

e. Contact Person

(1) Authorized Principal Representative contact information (required)

First Name:	Deion	Middle Initial:	R.
Last Name:	Lowery		
Organization:	Egret Landing, LLC		
Street Address:	2700 Westhall Lane, Suite 200		
City:	Maitland		
State:	FL		
Zip Code:	32751		
Telephone (xxx)xxx-xxxx:	(407) 341-2830	Telephone Extension:	
Email Address:	deionlowery@yahoo.com		

This area intentionally left blank.

(2) Operational Contact Person Information (optional)

First Name:	Melanie	Middle Initial:	
Last Name:	Greenwood		
Organization:	DDER Development, LLC		
Street Address:	2700 Westhall Lane, Suite 200		
City:	Maitland		
State:	FL		
Zip Code:	32751		
Telephone (xxx)xxx-xxxx:	(404) 596-1276	Telephone Extension:	

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

Email Address: mgreenwood@birdsonghousing.com

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

a. Name of the proposed Development: Egret Landing

b. Development Category

(1) Select the Development Category: New Construction

(2) The Development Category requirements are outlined in Section Four.

If applicable, indicate the Development Subcategory: Not Applicable

This area intentionally left blank.

Does the Unit Characteristics Chart below demonstrate that at least 100 percent of the total units consist of new construction? Yes

This area intentionally left blank.

This area intentionally left blank.

Does the proposed Development's criteria qualify it for the Development Category and Development Subcategory selected above? Yes

This area intentionally left blank.

(3) Rental Assistance (RA) Level

(a) Development Category Qualification Letter

If applicable, provide the Development Category Qualification Letter provided as **Attachment 4** and using the criteria described in Section Four.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

(b) Calculating the RA Level

Using the information provided in the Development Category Qualification Letter, complete the following information which will be used by the Corporation to calculate the Rental Assistance (RA Level):

State the Year Built:

	Units that currently have, are receiving, or (if none) originally received PBRA	Units that will receive PBRA, ACC, and/or other federal RA
PBRA Units		
ACC Units		
Units from another form of federal long-term RA*		
Identify other federal RA*		<select one>
Total Number of RA Units	0	0
Total Percent of RA Units	0.000%	0.000%

**Effective only for New Construction and Rehabilitation (with or without Acquisition) Development Categories*

This Application qualifies for RA Level 6.

c. Characteristics of Development

(1) Select the Development Type: (Your selection for Development Type is confirmed by the Unit Characteristics table below)

Garden Apartments

Based on the input in the Unit Characteristics Table below, there is 1 predominant unit type and it is New Construction Garden ESS Construction.

(2) Enhanced Structural Systems ("ESS") Construction Qualifications are outlined in Section Four, A.4.c.(2) of RFA.

d. Unit Characteristic Chart

Complete the chart below reflecting the number of units for each of the Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Total Development Cost Per Unit Limitation calculation and the Leveraging Calculation. The last row of the far right column is the Leveraging Factor.

Unit Characteristics			Enter the applicable number of units	Leveraging Classification Development Type Multipliers
New Construction	Garden	ESS Construction	88	0.8004
	Garden	Non-ESS Construction		0.9200
	Mid-Rise	ESS Construction		0.7395
	Mid-Rise	Non-ESS Construction		0.8500
	High-Rise	ESS Construction		0.7134
	Other Dev Type*	ESS Construction		0.8700
	Other Dev Type*	Non-ESS Construction		1.0000
Rehab	Garden	ESS Construction		1.0000
	Garden	Non-ESS Construction		1.0000
	Mid-Rise, High-Rise	ESS Construction		1.0000
	Mid-Rise, High-Rise	Non-ESS Construction		1.0000
	Other Dev Type*	ESS Construction		1.0000

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

	Other Dev Type*	Non-ESS Construction		1.0000
		Total Units:	88	0.8004**

The number of units calculated here matches the 88 units in stated at 6.a.

* Other Dev(elopment) Type means any Development Type that is not specifically identified in the chart but could be selected in drop-down menu in A.4.A.c.

** Not all decimal places of the actual number for the overall Leveraging Classification Development Type Multiplier may be displaying. Nonetheless, the full actual number will be used to calculate the Applicant's overall Corporation's funding amount in the 'Funding' tab. The final Leveraging Multiplier is calculated by summing together the products of multiplying the number of units for each applicable Development Type by their Leveraging Classification Development Type Multiplier and dividing the results by the amount of Total Units.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.5
Location of Proposed Development**

a. County: Duval County Size: Large

(1) If Monroe County, is the proposed Development located in the North Florida Keys Area or the South Florida Keys Area for TDC PU Limitation purposes, to be scored in Credit Underwriting and Final Cost Cert.?

<select one>

b. Address of Development Site

Street Address or closest designated intersection:

5804 and 5806 North Main St.

City of Development Site*: Jacksonville

**If the proposed Development is located in the unincorporated area of a county, provide that information.*

c. State whether the Development consists of Scattered Sites

(1) Does the proposed Development consist of Scattered Sites? No

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place: 30.375763

Longitude in decimal degrees, rounded to at least the sixth decimal place: -81.651751

(2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

[Shaded area for additional scattered site coordinates]

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.5
Proximity, Mandatory Distance, and RECAP**

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 5**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 9**.

Points awarded for Proximity Point Boost*
0.0

**Subject to verification of other RFA requirements*

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

(a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

No

(The proposed Development's Demographic Commitment is Elderly Non-ALF, which qualifies to select this option for 2 transit points.)

Points awarded for Transit Type
0.0

(b) Other Transit Services

Service	Latitude Coordinates	Longitude Coordinates	Distance*	Points awarded for Transit Type
Public Bus Stop 1	30.375935	-81.651369	0.03	4
Public Bus Stop 2	30.375042	-81.651154	0.06	
Public Bus Stop 3				
Public Bus Transfer Stop				
Public Bus Rapid Transit Stop				
Public Rail Station				

This area intentionally left blank.

(3) Community Services

Up to **three** Community Services may be selected, for a maximum 4 points for each service.

Service	Service Name	Service Address	Distance*	Points awarded for Community Services
Grocery Store	Harveys Supermarket	201 W. 48th St Jacksonville, FL 32208	0.17	4.0
Medical Facility				

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Pharmacy	Harveys Supermarket	201 W. 48th St Jacksonville, FL 32208	0.17	4.0
Public School	North Shore Elementary School	5701 Silver Plaza Jacksonville, FL 32208	0.23	4.0

*Rounded up to the nearest hundredth of a mile. Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

Yes

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

No

If "Yes", these properties will be disregarded for purposes of the Mandatory Distance Requirement. Identify the specific Development(s) to disregard by selecting it (them) from the dropdown menu(s) below. Use the Addendum if more properties are needed to be identified.

<select one>
 <select one>
 <select one>
 <select one>
 <select one>

8. Limited Development Areas (LDA)

Is the proposed Development located in a Limited Development Area (LDA)?

No

Transit Service Points calculated based on the information entered above:

4

Community Service Points calculated based on the information entered above:

12

PHA or RD Proximity Boost points achieved?

0

Total Proximity Points calculated based on information entered above:

16

Using the information entered above, does the Application meet the minimum Transit Point Requirement?

Yes

Using the information entered above, does the Application meet the minimum Proximity Point Requirement?

Yes

Using the information entered above, does the Application meet the Proximity Funding Preference?

Yes

Total Proximity Points calculated based on information entered above, without the benefit of either a PHA or RD Boost:

16

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.6
Number of Units and Buildings**

a. Enter the total number of units in the proposed Development upon completion: 88

Minimum number of units of 30 is met. Maximum number of units of 160 is met.

b. If the Development Category committed to is Rehabilitation, with or without Acquisition, indicate which of the following applies to the Development site as of Application Deadline:

<select one>

c. Set-Aside Commitments

(1) Select one of the following minimum set-aside commitments:

40% of units at 60% of Area Median Income (AMI) or lower

(2) Total Set-Aside Breakdown Chart

(a) Applicants committing to the minimum IRS set-aside commitment of 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart for HC Set-Aside Commitments.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	Housing Credit Units
0		28%	
0		30%	
0		33%	
0		35%	
9	10%	40%	
0		45%	
0		50%	
79	90%	60%	
0	0%	Above 60%	Market Rate Housing Units
88	100%		Total Qualifying HC Units
88	100%		Total Units

The total number of units calculated here matches the total number of units stated at 6.a. All of the units have been entered in the IRS Minimum HC Set-Aside Chart. With a HC commitment of 100%, the minimum IRS Set-Aside commitment of 40% is met. The minimum FHFC RFA overall set-aside commitment of 80% is met with the HC set-aside commitment. The minimum FHFC ELI commitment of 10% is met with an ELI commitment of 10%.

(b) Applicants committing to the IRS Average Income Test must complete this chart for Housing Credit and SAIL Set-Aside Commitments. The minimum ELI Set-Aside Commitment is 15% of Total Units, or 14 units at 30% AMI or less.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
	0.000%	20%	

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

	0.000%	30%	AIT Housing Credit Units
	0.000%	40%	
	0.000%	50%	
	0.000%	60%	
	0.000%	70%	AIT Housing Credit Units
	0.000%	80%	
0	0.000%	Above 80%	Market Rate Housing Units
0	0.000%		Total Qualifying HC Units
0	0.000%		Total Units
		0.000%	Average AMI of the Qualifying Units

This area intentionally left blank.

Note: If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

(c) Applicants requesting MMRB Funding along with Housing Credits will have the following MMRB Set-Aside Commitment:

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
		25%	MMRB Units
		28%	
		30%	
		33%	
		35%	
		40%	
		45%	
		50%	
36	40%	60%	
52	60%		Market Rate Units
36	40%		Total MMRB Units
88	100%		Total Units

(d) Applicants requesting SAIL Funding along with Housing Credits that are not committing to the Average Income Test must complete the following SAIL Set-Aside Commitment chart.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

0		28%	SAIL Units
0		30%	
0		33%	
0		35%	
9	10%	40%	
0		45%	
0		50%	
79	90%	60%	
0	0%		Market Rate Units
88	100%		Total SAIL Units
88	100%		Total Units

The total number of units calculated here matches the total number of units stated at 6.a. The following statements are evaluating the units entered in rows with AMIs of 60% or less, which totals 100%. All of the units have been entered in the SAIL Set-Aside Chart. The minimum SAIL Set-Aside commitment of 80% is met with a Set-Aside commitment of 100%. The maximum SAIL commitment of 100% is met. The 0% minimum SAIL ELI commitment (at 40% AMI or less) for a Non-Self-Sourced Development is met with an ELI commitment of 10%.

d. Unit Mix Chart

Complete the chart below:

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom/Bathroom Type	Prorata ELI Distribution
0 Bedroom/1 bathroom		0
1 Bedroom/1 bathroom	44	5
2 Bedrooms/1 bathroom		3
2 Bedrooms/1.5 bathrooms		
2 Bedrooms/2 bathrooms	35	
3 Bedrooms/1 bathroom		1
3 Bedrooms/1.5 bathrooms		
3 Bedrooms/2 bathrooms	9	
3 Bedrooms/2.5 bathrooms		0
3 Bedrooms/3 bathrooms		
4 Bedrooms/1 bathroom		
4 Bedrooms/1.5 bathrooms		
4 Bedrooms/2 bathrooms		
4 Bedrooms/2.5 bathrooms		
4 Bedrooms/3 bathrooms		
4 Bedrooms/3.5 bathrooms		
4 Bedrooms/4 bathrooms		
Totals	88	9

The total number of units calculated in the Unit Mix Chart matches the total number of units of 88 stated at 6.a. above.

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

**Section 4.A.7
Readiness to Proceed**

a. Site Control

The site control documentation must be provided as **Attachment 6** to demonstrate site control as of Application
Deadline .

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.8
Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. Green Building Features

- (1) Green Building feature requirements for all Developments are outlined in Section Four.
- (2) Select one of the following Green Building Certification programs described in Section Four.

[ICC 700 National Green building Standard \(NGBS\)](#)

- (3) Proposed Developments with the Development Category Rehabilitation, with or without Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four. To make a selection, click on the appropriate box in column C.

<input type="checkbox"/>	Programmable thermostat in each unit	2 Points
<input type="checkbox"/>	Humidistat in each unit	2 Points
<input type="checkbox"/>	Water Sense certified dual flush toilets in all bathrooms	2 Points
<input type="checkbox"/>	Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect	2 Points
<input type="checkbox"/>	Energy Star certified roof coating*	2 Points
<input type="checkbox"/>	Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles)	3 Points
<input type="checkbox"/>	Eco-friendly cabinets - formaldehyde free and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification	3 Points
<input type="checkbox"/>	Eco-friendly flooring - Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum	3 Points
<input type="checkbox"/>	High Efficiency HVAC with SEER of at least 16**	2 Points
<input type="checkbox"/>	Energy efficient windows in each unit as provided below	3 Points
	o For all Development Types except Mid-Rise and High-Rise: Energy Star rating for all windows in each unit;	
	o For Development Type of Mid-Rise and High-Rise:	
	▪ U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and	
	▪ U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)	
<input type="checkbox"/>	FL Yards and Neighborhoods certification on all landscaping	2 Points
<input type="checkbox"/>	Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings	2 Points

Total Points selected in Item d.(3) above 0 Points

* The Applicant may choose only one option related to Energy Star certified roofing.

** Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.9
Resident Programs**

a. Commit to provide at least three of the following resident programs:

- After School Program for Children
- Adult Literacy
- Employment Assistance Program
- Family Support Coordinator
- Financial Management Program
- Homeownership Opportunity Program

The above programs are not applicable to the selected Demographic Commitment

b. **Developments serving the Elderly (ALF or Non-ALF) Demographic:**

- (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
- (2) Additional required Resident Programs for all Applicants who select the Elderly ALF Demographic Commitment are outlined in Section Four.
- (3) Applicants that select the Elderly (ALF or Non-ALF) Demographic must commit to at least three of the following resident programs, in addition to the required resident programs stated in Section Four:

- Adult Literacy
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

a. Corporation Funding

(1) State Apartment Incentive Loan Program (SAIL)

SAIL Request Amount Limits:

Per Development - Large Counties	\$11,000,000	
Per Development - Medium Counties	NA	
Per Development - Small Counties	NA	
Per Development - Rehabilitation	NA	(with or without Acquisition)
Per Development - Minimum for Miami-Dade County	NA	
Per Unit - New Construction	\$95,000	(\$8,360,000 Per Development)
Per Unit - Substantial Rehabilitation	NA	

The Per Development request limit based on the above Per Unit Request Limit is calculated by taking the 88 NC units multiplied by \$95,000 PU for a total of \$8,360,000.

Per Unit - Self-Sourced Applicants	NA
------------------------------------	----

**NA

Per Unit - Non-Self-Sourced Applicants	\$95,000	(\$8,360,000 Per Development)
--	----------	-------------------------------

The Per Development request limit based on the \$95,000 PU Limit is calculated by taking 88 total units multiplied by \$95,000 PU for a total of \$8,360,000.FALSE

Percentage of Total Development Costs (35%)	\$10,626,891	(% based on 10% ELI Set-Asides)
---	--------------	---------------------------------

Lesser of Maximum Request Amount Per Development, or
Maximum Request Amount via Per Unit Limit: \$8,360,000

(a) Applicant's SAIL Request Amount: \$8,360,000

Applicant's Eligible SAIL Request Amount: \$8,360,000

ELI Request Amount Limits:

Per Development	\$750,000
Per Unit (from the 'Units, Set-Asides, Buildings' tab)	\$624,300

Lesser of Maximum Request Amount Per Development, or
Maximum Request Amount via Per Unit Limit: \$624,300

(b) Applicant's ELI Loan Request Amount: \$624,300

Applicant's Eligible ELI Request Amount: \$624,300

(2) If Self-Sourced, does the Applicant commit to optional 22% Units? <select from menu>

(3) Housing Credit Request Amount

(a) Non-Competitive Housing Credit Request Amount (annual amount): \$1,356,656

(b) Is the proposed Development the first phase of a multiphase Development?
No

(c) Basis Boost Qualifications:

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Section 4.A.10 Funding

(i) If the Applicant is utilizing Non-Corporation-issued Tax-Exempt Bonds as provided in the RFA, indicate which calendar year the complete bond application was submitted to the bond-issuing agency:

2023

(This information is to understand the boost status at this time with the acknowledgement the boost status could change after this application.)

(ii) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the HUD basis boost?

No

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared:

(iii) Are any buildings in the proposed Development located in a HUD-designated SADDA for Duval County?

No

If "Yes", provide the SADDA ZCTA Number(s)* for Duval County:

(The Applicant should enter multiple SADDA ZCTA Numbers individually, one per row)

(iv) Is the proposed Development located in a HUD-designated non-metropolitan DDA?

No

If "Yes", provide the non-metropolitan DDA county name:

(v) Is the proposed Development located in a HUD-Designated QCT for Duval County?

Yes Data entries confirm eligibility

If "Yes", indicate if it is a Metro or Non-Metro QCT:

Metro

If "Yes", indicate the HUD-designated QCT census tract number* for Duval County:

1.02

The QCT is in the Duval County HUD 2023 Metro QCT database.

*The Applicant should enter only the tract code, please exclude the corresponding state and county codes.

(d) The Housing Credit equity proposal must be provided as Attachment 7.

(4) Corporation-Issued MMRB Loan Request Amount (if applicable):

If the Applicant intends to utilize County HFA-issued Tax-Exempt Bonds for the proposed Development, provide the required documentation as Attachment 8.

(6) Other Corporation Funding

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

Corporation File No:
Amount of Funding:

b. Non-Corporation Funding

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

(1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 9** to Exhibit A.

- RD 515
- RD 538

(2) Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 10**.

Demonstration of permanent source(s) of financing from Self-Sourced Applicants - Possible points Awarded

Did the Applicant indicate it was a Self-Sourced Application at Section 4.A.3.a.(1)(b)? _____ No _____

Additional points for Self-Sourced Applicants contributing a higher percentage of self-sourced financing than the minimum:

- Since the Applicant did not indicate it was a Self-Sourced Application, there are no additional points available to be awarded.

How many additional points are indicated to be earned with this response? _____ NA _____

c. Development Cost Pro Forma

To meet the submission requirements, complete the attached Development Cost Pro Forma tab.

d. Principal of the Applicant is a Public Housing Authority and/or an instrumentality of a Public Housing Authority

(1) Has the Applicant entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property has an existing Declaration of Trust between the Public Housing Authority and HUD?

No

(2) Is the Applicant associated with a Public Housing Authority and/or an instrumentality of a Public Housing Authority in the ownership structure?

No

If a Public Housing Authority has one of the above-described relationships with the Applicant, state the name of the Public Housing Authority.

(3) Does the Application meet the HUD Choice Neighborhoods Implementation Grant Goal?

No

e. Leveraging Classification

The Leveraging Classification process must first determine the Applicant's total Corporation funding per set-aside unit and includes the following steps:

(1)	The applicable Eligible SAIL Request Amount	\$8,360,000
	Does the proposed Development indicate it qualifies for a Housing Credit basis boost?	Yes
	If the proposed Development qualifies for a Housing Credit basis boost, multiply by 1.15	\$9,614,000
(2)	Corp. Funding Sources leveraging subtotal, incl. of applicable HC basis boost multipliers	\$9,614,000

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

(3)	Does the proposed Development indicate it is located in Broward County?	No
	If the proposed Development is located in Broward County, multiply by 0.88	\$9,614,000
(4)	Does the Application qualify for the PHA Leveraging Multiplier?	No
	If no, multiply by 1.00	\$9,614,000
(5)	What is the overall Development Type Leveraging Multiplier derived from the bottom row of the 'Unit Characteristics' table from Section 4.A.4.d. (Breakdown of Number of Units) in the Proposed Development Info tab?	0.80040
	What is the Applicant's total Corporation's funding?	\$7,695,046
	What is the Applicant's total Corporation's funding per Set-Aside Unit (88 SAUs)?	\$87,443.70

f. Florida Job Creation Funding Preference

In order to earn the Florida Job Creation Funding Preference, the Applicant will need to earn a Florida Job Creation score equal to or greater than 15.50, which represents the number of Florida jobs per \$1,000,000 of SAIL funding. The number of NC and A/R units are taken from the Unit Characteristic Chart at Section 4.A.4.d. in the 'Proposed Development Info' tab.

The proposed Development has the following calculation for the Florida Job Creation score in accordance with the RFA:

$$(88 \text{ NC MF Units} \times 2.944) \times 1,000,000 / (\$8,360,000 \text{ SAIL}) = \text{Florida Job Creation Score of } 30.99.$$

A Florida Job Creation score of 30.99 earns the Florida Job Creation Funding Preference.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Development Cost Pro Forma**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 1 of 8)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) Because Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program.
 - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
 - (4) For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (a) 5% of hard and soft costs for the Development Category of New Construction; or (b) 15% of hard costs and 5% of soft costs for Development Categories of Rehabilitation, with or without Acquisition, as further described in Rule Chapter 67-48, F.A.C., or this RFA.
 - (5) An Operating Deficit Reserves (ODR) can be included in C. DEVELOPMENT COST, but cannot be used in determining the maximum Developer fee. Applicants may include an ODR amount that does not exceed \$3,500 per unit on the Development Cost Pro Forma as part of the Application process. An ODR required by an equity provider, first mortgage lender, or Credit Underwriter will be sized in credit underwriting. Any reserves in excess of the maximum allowed will be reduced by the Corporation to the maximum allowed during Application scoring.
 - (6) Commercial, retail, and office space are not functionally related and subordinate to the residential units, and are not considered to be community service facilities. As such, these costs are neither considered in eligible basis nor included in the TDC Comparison Testing process.
 - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to other cost limitations provided in Rule Chapter 67-48, F.A.C., or this RFA as applicable.

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

What was the Development Category of the Proposed Development: New Construction
 Indicate the number of total units in the proposed Development: 88 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Demolition	██████████	<u>100,000.00</u>	<u>100,000.00</u>
Commercial/Retail Space <small>See Note (6)</small>	██████████	_____	_____
New Construction Activities	<u>13,200,000.00</u>	_____	<u>13,200,000.00</u>
*Site Work (explain off-site work in detail)	<u>2,323,200.00</u>	<u>216,800.00</u>	<u>2,540,000.00</u>
Rehab Construction Activities	_____	_____	_____
*Other (explain in detail)	_____	_____	_____
A1.1. Actual Construction Cost	\$ <u>15,523,200.00</u>	\$ <u>316,800.00</u>	\$ <u>15,840,000.00</u>
A1.2. General Contractor Fee <small>See Note (3)</small>			
(Max. 14% of A1.1., column 3)	<u>\$ 2,217,600.00</u>	_____	<u>\$ 2,217,600.00</u>
<small>Max GCF @ 14%: \$2,217,600.00</small>			
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ <u>17,740,800.00</u>	\$ <u>316,800.00</u>	\$ <u>18,057,600.00</u>
A1.4. HARD COST CONTINGENCY <small>See Note (4)</small>			
<small>Max HCC @ 5%: \$902,880.00</small>	<u>\$ 902,880.00</u>	_____	<u>\$ 902,880.00</u>

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA	1	2	3
	HC ELIGIBLE COSTS	HC INELIGIBLE COSTS	TOTAL COSTS
<i>General Development Costs</i>			
Professional Fees	<u>1,093,259.00</u>	<u>250,500.00</u>	<u>1,343,759.00</u>
Builder's Risk Insurance	<u>200,320.00</u>		<u>200,320.00</u>
Local Government Fees & Taxes	<u>906,253.00</u>	<u>39,600.00</u>	<u>945,853.00</u>
FHFC Costs & Fees <small>See Note (2)</small>		<u>404,012.00</u>	<u>404,012.00</u>
Tenant Relocation Costs			
*Other (explain in detail)	<u>142,500.00</u>	<u>237,500.00</u>	<u>380,000.00</u>
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ <u>2,342,332.00</u>	\$ <u>931,612.00</u>	\$ <u>3,273,944.00</u>
A2.2. SOFT COST CONTINGENCY <small>See Note (4)</small>	\$ <u>163,697.00</u>		\$ <u>163,697.00</u>
<small>Max SCC @ 5%: \$163,697.20</small>			
<i>Financial Costs</i>			
Construction & Bridge Funding Costs	<u>701,441.00</u>	<u>279,189.00</u>	<u>980,630.00</u>
Permanent Funding Costs		<u>137,393.00</u>	<u>137,393.00</u>
*Other (explain in detail)	<u>4,660.00</u>		<u>4,660.00</u>
A3. TOTAL FINANCIAL COSTS	\$ <u>706,101.00</u>	\$ <u>416,582.00</u>	\$ <u>1,122,683.00</u>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)			
*Other (explain in detail)			
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$ _____	\$ _____	\$ _____
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ <u>21,855,810.00</u>	\$ <u>1,664,994.00</u>	\$ <u>23,520,804.00</u>
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs <small>Max DF @ 18%: \$0.00</small>			
Developer Fee on Non-Acquisition Costs <small>Max DF @ 18%: \$4,233,744.00</small>	<u>4,233,744.00</u>		<u>4,233,744.00</u>
D. TOTAL DEVELOPER FEE <small>Max Total DF: \$4,233,744.00</small>	\$ <u>4,233,744.00</u>		\$ <u>4,233,744.00</u>
E. OPERATING DEFICIT RESERVES <small>See Note (5)</small> <small>Max ODR: \$308,000.00</small>		<u>308,000.00</u>	<u>308,000.00</u>
F. TOTAL LAND COST		<u>2,300,000.00</u>	<u>2,300,000.00</u>
G. TOTAL DEVELOPMENT COST <small>See Note (7)</small> (C+D+E+F)	\$ <u>26,089,554.00</u>	\$ <u>4,272,994.00</u>	\$ <u>30,362,548.00</u>

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 3 of 8)

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work:

Other:

General Development Costs

(as listed at Item A2.)

Other:

Financial Costs

(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 4 of 8)

CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ <u>30,362,548.00</u>	
B. Construction Funding Sources:		
1. First Mortgage Financing	\$ <u>17,000,000.00</u>	<u>Local HFA Bonds</u>
2. Second Mortgage Financing	\$ _____	<u><select from menu></u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. SAIL Financing	\$ <u>8,984,300.00</u>	<u>FHFC - SAIL</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
8. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ <u>2,577,388.00</u>	
9. Other: <u>City of Jacksonville</u>	\$ <u>104,000.00</u>	<u>Local Government Subsidy</u>
10. Other: _____	\$ _____	<u><select from menu></u>
11. Deferred Developer Fee	\$ <u>1,696,860.00</u>	\$ <u>2,536,884.00</u> Remaining Developer Fee for Deferral (as needed)
12. Total Construction Sources	\$ <u><u>30,362,548.00</u></u>	
C. Construction Funding Surplus		
(B.12. Total Construction Sources, less A. Total Development Costs):	\$ <u><u>0.00</u></u>	(A negative number here represents a funding shortfall.)

Met Construction Financing Threshold for sources equal or exceed uses: Yes

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 5 of 8)

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ <u>30,362,548.00</u>	
B. Permanent Funding Sources:		
1. First Mortgage Financing	\$ <u>4,755,036.00</u>	<u>Local HFA Bonds</u>
2. Second Mortgage Financing	\$ _____	<u><select from menu></u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. SAIL Financing	\$ <u>8,984,300.00</u>	<u>FHFC - SAIL</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
8. HC Syndication/HC Equity Proceeds	\$ <u>12,886,940.00</u>	
9. Other: <u>City of Jacksonville</u>	\$ <u>104,000.00</u>	<u>Local Government Subsidy</u>
10. Other: _____	\$ _____	<u><select from menu></u>
11. Deferred Developer Fee	\$ <u>3,632,272.00</u>	\$ <u>601,472.00</u> Remaining Developer Fee for Deferral (as needed)
12. Total Permanent Funding Sources	\$ <u>30,362,548.00</u>	
C. Permanent Funding Surplus		
(B.12. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u>0.00</u>	(A negative number here represents a funding shortfall.)

Met Permanent Financing Threshold for sources equal or exceed uses: Yes

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 6 of 8)

The intent of this page is to assist the Applicant in determining the net TDC of the proposed Development and comparing it to the appropriate Development's Maximum TDC Component per RFA. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programming errors. FHFC will not use this page to score the net TDC criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's net TDC of the proposed Development or the Development's Maximum TDC Component determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

Total Development Cost Comparison Test

In which county is the proposed Development to be located?..... Duval (Large County)

Hard Cost Factor Per Unit*			
Unit Category, Type, and ESS Designation	Unit Count	Maximum Hard Cost PU Limitation	Pro Rata Limits
NC Garden Non-ESS	88		
NC Garden ESS		\$240,000	\$240,000
NC Mid-Rise Non-ESS			
NC Mid-Rise ESS			
NC High-Rise			
Rehab Garden			
Rehab Non-Garden			
Hard Cost Factor Per Unit	88		\$240,000

*Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High-Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

Calculated Maximum Hard and Soft Costs Per Unit..... \$ 320,000.00
 (\$240,000 Hard Cost Factor Per Unit / 75% = \$320,000)

Applicable Add-On(s):	Add-On PU	New TDC PU Limitation
Tax-Exempt Bond Add-On	\$7,500	\$ 327,500.00
Applicable Multiplier(s):	Multiplier	New TDC PU Limitation
No applicable Multipliers		\$ 327,500.00

Total Calculated Hard and Soft Costs Per Unit with Add-Ons & Multipliers..... \$ 327,500.00

Maximum Non-Acquisition Development Cost Per Unit..... \$ 347,150.00
 (\$327,500 Hard and Soft Costs w/ Add-Ons & Multipliers x (1 + 0.06) One Plus the Escalation Factor = \$347,150)

Maximum Non-Acquisition Development Cost for Developer Fee..... \$ 30,549,200.00
 (\$347,150 Maximum Non-Acquisition Development Cost Per Unit x 88 Units = \$30,549,200)

Maximum Dev. Fee Amount on Non-Acquisition Development Costs..... \$ 5,498,856.00
 (\$30,549,200 Max Non-Acq Development Cost for Developer Fee x 18% Non-Acq Developer Fee = \$5,498,856)

Development's Actual Building Allocation (if applicable, see Pro Forma Line B)..... \$ -

Maximum Dev. Fee on Development's Actual Building Allocation..... \$ -
 (\$0 Development's Actual Building Allocation x 18% DF = \$0)

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 7 of 8)

Development's Maximum Developer Fee \$ **5,498,856.00**
(\$5,498,856 Max DF on Max Non-Acq Development Cost + \$0 Max DF on Development's Building Allocation = \$5,498,856)

Development's Maximum TDC Component..... \$ **36,048,056.00**
(\$30,549,200 Max Non-Acq Development Cost + \$5,498,856 Max DF on Max Non-Acq Development Cost + \$0 Max DF on Development's Building Allocation = \$36,048,056)

Derivation of the actual Net TDC of the proposed Development:

Total Development Costs (Line G., column 3)..... \$ **30,362,548.00**

Less Acq. Cost of Existing Dev. (excluding land) - Existing Building(s)..... \$ -

Less Land Acquisition Costs (Line F., column 3)..... \$ **2,300,000.00**

Less Demolition and Relocation Costs, if applicable..... \$ **100,000.00**

Less Commercial/Retail Space Costs, if applicable..... \$ -

Less Operating Deficit Reserves (Line E., column 3)..... \$ **308,000.00**

Actual Net TDC of the proposed Development..... \$ **27,654,548.00**

**Is the proposed Development's actual Net TDC equal to or less than
the Development's Maximum TDC Component provided in the RFA?**..... **Yes**

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 8 of 8)

PRELIMINARY TAX-EXEMPT BOND ANALYSES

This section of the Pro forma is intended for information purposes only, and is not scored. The resulting analyses is based on various inputs throughout this application, and is not indicative of the analyses conducted at Credit Underwriting or Final Cost Certification.

Qualified Basis Calculations

A. Acquisition

Acquisition Cost of Land and Existing Improvements.....	\$2,300,000.00
Less Land Costs.....	\$2,300,000.00
Plus Developer Fee Attributable to Acquisition.....	\$0.00
Total Eligible Basis.....	\$0.00
Applicable Fraction (percent set-aside units).....	100%
DDA/QCT Basis Credit, if applicable.....	100%
Qualified Basis.....	\$0.00
Housing Credit Percentage (Federal allocation).....	4.00%
Annual Housing Credit Allocation.....	\$0.00

B. New Costs

Total Development Cost.....	\$30,362,548.00
Less Cost of Land and Existing Improvements.....	\$2,300,000.00
Less Developer Fee on Acquisition of Buildings.....	\$0.00
Less Other Ineligible Costs.....	\$1,972,994.00
Total Eligible Basis.....	\$26,089,554.00
Applicable Fraction (percent set-aside units).....	100%
DDA/QCT Basis Credit, if applicable.....	130%
Qualified Basis.....	\$33,916,420.20
Housing Credit Percentage (Federal allocation).....	4.00%
Annual Housing Credit Allocation.....	\$1,356,656.81

Annual Housing Credit Allocation Per Qualified Basis..... \$1,356,656.81

Gap Calculation

Total Development Cost (including land and ineligible costs).....	\$30,362,548.00
Less Mortgages.....	\$13,843,336.00
Equity Gap.....	\$16,519,212.00
HC Percentage to Investment Partnership.....	99.990%
HC Syndication Pricing.....	\$0.9500
HC Required to meet Equity Gap.....	\$17,390,387.54
Annual HC Required.....	\$1,739,038.75

HC Summary

HC Per Qualified Basis.....	\$1,356,656.81
HC Per GAP Calculation.....	\$1,739,038.75
Annual HC Recommended.....	\$1,356,656.81
HC Proceeds Recommended.....	\$12,886,947.68

Tax Exempt Bond 50% Test

Total DEPRECIABLE Cost.....	\$26,089,554.00
Plus Land Cost.....	\$2,300,000.00
Aggregate Basis.....	\$28,389,554.00
Tax Exempt Bond Amount.....	\$17,000,000.00
Equals Tax Exempt Proceeds Used for Building and Land*.....	\$17,000,000.00
Tax Exempt Proceeds as a Percentage of Aggregate Basis.....	59.88%

* Based on the assumption that 100% of the Tax Exempt Proceeds will be used for Building and Land.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.11
Local Government Contributions**

- a. The Applicant does NOT automatically receive the maximum points based on the selected Development Category of New Construction.
- b. If the Applicant selected the Development Category of New Construction (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development? Yes
- c. To demonstrate the Local Government Contribution, provide the applicable Local Government Verification of Contribution form(s) as **Attachment 11** as outlined in Section Four, 11. of the RFA.

Please enter the cumulative total values of all relative forms provided as **Attachment 11**. If more than one form of the same kind is provided, please add the amounts together and enter the total. The Value of Contribution (if applicable) is calculated automatically by taking the Face Amount and subtracting the Net Present Value of the repayment terms (calculated as provided in the RFA). The amounts for the Face Amount and the Net Present Value are provided on each Local Government Contribution form, as applicable.

Local Government Contribution Funding Table			
LG Verification of Contribution	Face Amount	Net Present Value	Value of Contribution
<i>Cash Contributions:</i>			
Loan Form(s)	\$104,000.00	\$28,110.08	\$75,889.92
Grant Form(s)			\$0.00
<i>Non-Cash Contributions:</i>			
Fee Waiver Form(s)			\$0.00
Fee Deferral Form(s)			\$0.00
Totals	\$104,000.00	\$28,110.08	\$75,889.92

Please enter the names of the Local Government(s) in the table below that have provided the funding identified in the table above. Identify the type of contribution being made for each entity. If one entity is providing more than one type of contribution, list each separately. If one entity is providing more than one form with the same type of contribution, only list it once.

Local Government Contributors	
Name of Local Government	Type of Contribution
City of Jacksonville	Loan
	<select one>
	<select one>
	<select one>
	<select one>

In order for the Applicant to receive the maximum of five points without the automatic qualification, the applicable Local Government Verification of Contribution form(s) provided as evidence of Local Government grant(s), loan(s), fee waiver(s) and/or fee deferral(s) meeting the eligibility criteria for such contributions must have a total amount calculated by taking the face amount of the commitment(s) minus the net present value of the commitment(s) (per RFA guidelines) with a cumulative total dollar amount equal to or greater than \$75,000. Applicants that do not have the necessary contribution amount to achieve maximum points will be scored on a pro-rata basis.

Based on the above information, it appears the Applicant would receive a total of 5.00 points towards the 5-point Local Government Contribution Points.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.12
Uniform Relocation Act (URA)**

a. Are there any units occupied?
If "Yes" – Go to question b. below; If "No" – Go to question c. below.

b. Tenant Relocation Information for Existing Properties

- (1) How many total units now exist in the development?
- (2) How many units are occupied?
- (3) Is permanent relocation (displacement) anticipated during or after the construction/
redevelopment period?
If "Yes", how many units are affected?
- (4) Will temporary relocation of any tenants be required?
If "Yes", how many tenants will require temporary relocation?

c. Uniform Relocation Act (URA) Acquisition Information

- (1) Does the Applicant own the Development site?
If "Yes" - Skip questions (2) through (4) below.
If "No" - Answer question (2) below.
- (2) Is Applicant a private company?
If "Yes" - Skip questions (3) and (4) below.
If "No" - Answer question (3) below.
- (3) Is the Applicant a public (government) Applicant?
If "Yes" - Answer question (4) below.
If "No" - Skip question (4) below.
- (4) Does the Applicant have eminent domain power?

*(Questions (3)
and (4) can be
skipped based on
the response in
12.c.(2))*

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.B.1.
Verifying Application Fee Payment**

To ensure that the Application Fee is processed for the correct online Application, the following is strongly recommended: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment. Additionally, include the following:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

[ACH Trace Number 063116502818194 \(\\$6,000 total payment for this Applicant, Egret Landing, LLC and Applicant Cardinal Pointe, LLC\).](#)

**Section 4.B.2.
Bookmarking the all Attachments Document before uploading (5 points)**

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading.

**Section 4.B.3.
Addenda**

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

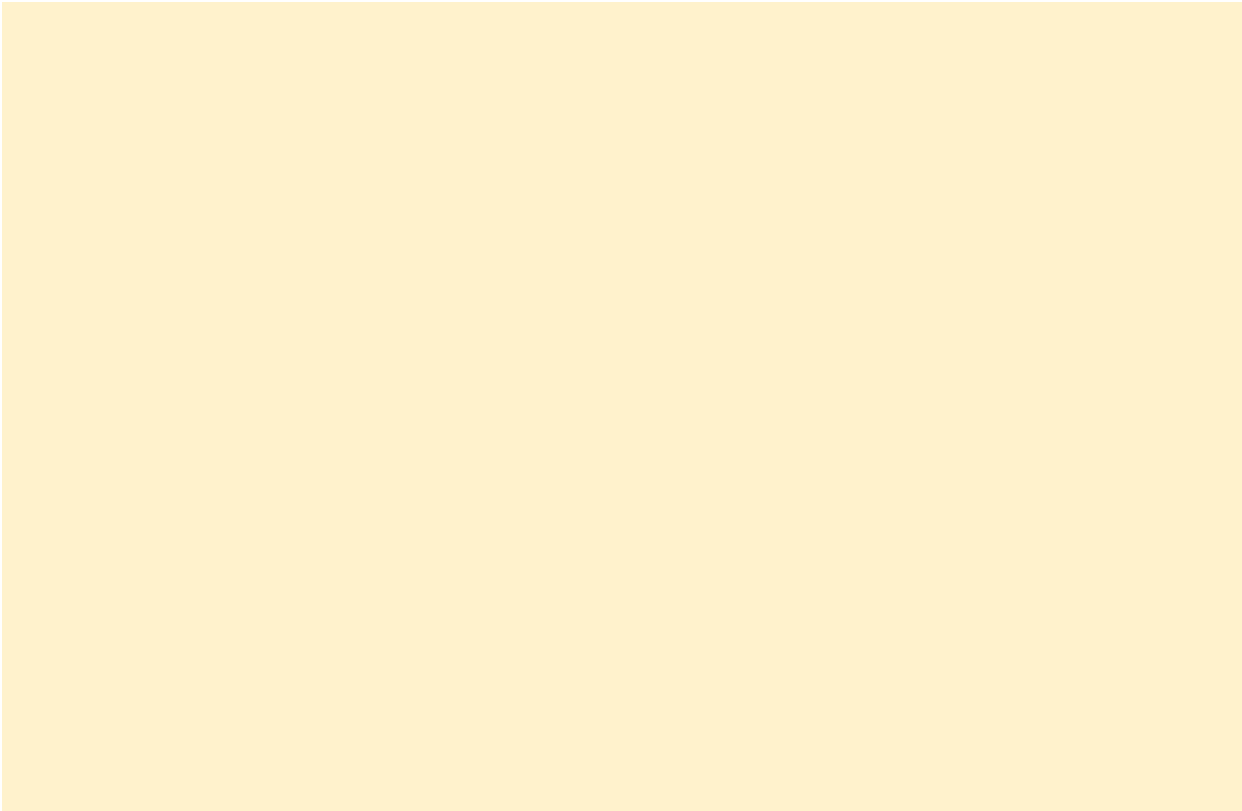


Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.C.
Applicant Certification and Acknowledgement Form**

The Authorized Principal Representative must review and execute this section.

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapters 67-21 and 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed section 67-48.004, F.A.C., and subsections 67-48.009(5), F.A.C. and 67-21.027, F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing authority waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement for the SAIL loan, and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application, the Limited Partnership Agreement, or Operating Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement or Operating Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.C.
Applicant Certification and Acknowledgement Form**

12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) no construction or inspection work is performed by the General Contractor, with the following exceptions: (a) The General Contractor may perform its duties to manage and control the construction of the Development; and (b) the General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor, Applicant, or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17)F.A.C.
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third-party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
15. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
17. All permanent sources designated on the Development Cost Pro Forma as self-sourced financing must remain as a source in the Development for a minimum of 15 years and may not be repaid to the Applicant from any funding source, including development cash flow. If self-sourced financing is repaid to the Applicant prior to the payment of the SAIL loan in full, the SAIL loan will be in default and must be paid in full, and the Applicant and any Applicant or Developer Principals and Affiliates may be subject to material misrepresentation consequences set forth in subsection 67-48.004(2), F.A.C.;
18. If a Self-Sourced Applicant transfers ownership of the Development within the first 15 years of the Compliance Period, the new owner must waive the right to seek a qualified contract;
19. The Applicant understands and is in compliance with any Priority 1/2 Applicant Designation requirements outlined in the RFA and will continue to comply throughout the Compliance Period. The Applicant agrees to notify the Corporation of any changes. The Corporation will determine whether the changes cause a violation of the Priority 1/2 Applicant Designation requirement.
20. Applicants that are not eligible for NHTF Funding due to requirements such as the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2) may instead be awarded an equivalent amount of funding through Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP). Although the HUD environmental requirements provided in 24 CFR 93.301(f)(1) and (2) do not apply, all HOME-ARP requirements would apply such as how the units must be used for Qualifying Populations, the HUD environmental requirements provided in 24 CFR Part 92 and 24 CFR Part 58, AND Davis-Bacon requirements apply, if there are at least twelve 22% Units.
21. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
22. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.
23. The Applicant has read, understands and will comply with the tenant selection requirements outlined in Exhibit G.
24. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.
25. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.
26. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

**Section 4.C.
Applicant Certification and Acknowledgement Form**

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

Signature of Authorized Principal Representative*

Deion R. Lowery

Title Manager of Manager of Applicant's Manager

*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

Principal Disclosures for the Applicant

APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 6.28.2023; Approved 7.6.2023

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

Egret Landing, LLC

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	<u>Manager</u>	<u>DDER Egret Landing Manager, LLC</u>	<u>Limited Liability Company</u>
2.	<u>Non-Investor Member</u>	<u>DDER Egret Landing Manager, LLC</u>	<u>Limited Liability Company</u>
3.	<u>Investor Member</u>	<u>SG ILP, LLC</u>	<u>Limited Liability Company</u>

Second Principal Disclosure Level:

Egret Landing, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
<u>1. (DDER Egret Landing Manager, LI</u>	<u>1.A. <u>Manager</u></u>	<u>DDER Holdings, LLC</u>	<u>Limited Liability Company</u>
<u>1. (DDER Egret Landing Manager, LI</u>	<u>1.B. <u>Member</u></u>	<u>DDER Holdings, LLC</u>	<u>Limited Liability Company</u>
<u>2. (DDER Egret Landing Manager, LI</u>	<u>2.A. <u>Manager</u></u>	<u>DDER Holdings, LLC</u>	<u>Limited Liability Company</u>
<u>2. (DDER Egret Landing Manager, LI</u>	<u>2.B. <u>Member</u></u>	<u>DDER Holdings, LLC</u>	<u>Limited Liability Company</u>

Third Principal Disclosure Level:

Egret Landing, LLC

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

Third Level Entity #	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be either a Natural Person or a Trust	The organizational structure of Third Level Principal identified Must be either a Natural Person or a Trust
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(1) <u>Manager</u></u>	<u>Sanchez, Domingo</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(2) <u>Manager</u></u>	<u>Godwin, Robert H.</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(3) <u>Manager</u></u>	<u>Lowery, Deion R.</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(4) <u>Manager</u></u>	<u>Haddock, Edward E., Jr.</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(5) <u>Member</u></u>	<u>Sanchez, Domingo</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(6) <u>Member</u></u>	<u>Godwin, Robert H.</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(7) <u>Member</u></u>	<u>Lowery, Deion R.</u>	<u>Natural Person</u>
<u>1.A. (DDER Holdings, LLC)</u>	<u>1.A.(8) <u>Member</u></u>	<u>Haddock, Edward E., Jr.</u>	<u>Natural Person</u>

Principal Disclosures for the Developer

*APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 6.28.2023; Approved 7.6.2023*

How many Developers are part of this Application structure?

1

Select the organizational structure for the Developer entity:

The Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

DDER Development, LLC

First Principal Disclosure Level:

DDER Development, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>Manager</u>	<u>Sanchez, Domingo</u>	<u>Natural Person</u>
2.	<u>Manager</u>	<u>Godwin, Robert H.</u>	<u>Natural Person</u>
3.	<u>Manager</u>	<u>Lowery, Deion R.</u>	<u>Natural Person</u>
4.	<u>Manager</u>	<u>Haddock, Edward E., Jr.</u>	<u>Natural Person</u>
5.	<u>Member</u>	<u>Sanchez, Domingo</u>	<u>Natural Person</u>
6.	<u>Member</u>	<u>Godwin, Robert H.</u>	<u>Natural Person</u>
7.	<u>Member</u>	<u>Lowery, Deion R.</u>	<u>Natural Person</u>
8.	<u>Member</u>	<u>Haddock, Edward E., Jr.</u>	<u>Natural Person</u>

Attachment

1

Exhibit "5"

State of Florida

Department of State

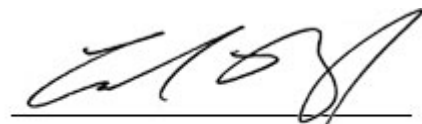
I certify from the records of this office that EGRET LANDING, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 3, 2019.

The document number of this limited liability company is L19000239506.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 17, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of July,
2023*




Secretary of State

Tracking Number: 4022839173CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment 2

Exhibit "5"

**Not
Applicable**

Exhibit "5"

Attachment 3

Exhibit "5"

State of Florida

Department of State


I certify from the records of this office that DDER DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 26, 2017.

The document number of this limited liability company is L17000020638.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 17, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of April, 2023*




Secretary of State

Tracking Number: 6986515359CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment

4

Exhibit "5"

**Not
Applicable**

Exhibit "5"

Attachment 5

Exhibit "5"

**Not
Applicable**

Exhibit "5"

Attachment 6

Exhibit "5"

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "Assignment") dated as of July 6, 2023, is made between DDER HOLDINGS, LLC, a Florida limited liability company ("Assignor") and EGRET LANDING, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the Purchaser under that certain Purchase and Sale Agreement effective July 6, 2023 (the "Agreement-1") between Assignor and AMERICA'S DONUTS, INC., as Seller, with respect to the property described on Exhibit A attached thereto (the "Property"); and

WHEREAS, Assignee desires to acquire the Property in accordance with the terms of the Agreement-1, and Assignor is willing to assign its interests in and under the Agreement-1 to Assignee in accordance with the terms hereof.

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in and under the Agreement-1 (including without limitation the Deposit made by Assignor).

Assignee hereby assumes all obligations of Assignor under or pursuant to the Agreement-1.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first stated above.

ASSIGNOR:

DDER HOLDINGS, LLC
a Florida limited liability company


By: 
Deion R. Lowery, Manager

ASSIGNEE:

EGRET LANDING, LLC, a Florida
limited liability company

By: DDER Egret Landing Manager, LLC, a
Florida limited liability company, its
Manager

By: DDER Holdings, LLC, a Florida
limited liability company, its managing
member

By: 
Deion R. Lowery, Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement-1”) is entered into as of the Effective Date (as hereafter defined), between **AMERICA'S DONUTS, INC.**, a Florida Profit Corporation (the “Seller”), and **DDER HOLDINGS, LLC**, a Florida limited liability company, or its assigns (the “Purchaser”).

W I T N E S S E T H:

In consideration of the mutual covenants set forth herein and the earnest money deposit herein called for, the parties hereto mutually agree as follows:

Section 1. Sale and Purchase.

Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

a. That certain parcel of land situated in Jacksonville, Duval County, Florida, parcel # 031406 0000 and described in Exhibit A and attached hereto containing approximately 0.24 +/- acres (“Land”), together with all right, title, and interest appurtenant or related to the Land, including, but not limited to, all rights to underlying roads adjacent thereto, access easements and rights-of-way relating thereto or benefiting the Land, all easements, rights privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining, riparian, littoral rights, and other water rights relating thereto or benefiting the Land, all minerals, soil, fill, landscaping and other embellishments now or in the future on or appurtenant thereto and Seller’s right, title and interest in any assignable or transferable governmental approvals, variances, permits, development rights, dedications and entitlements; if any; and

b. To the extent they are assignable, are owned and/or held by Seller, are in Seller's possession or control, and relate to the design, construction, ownership, development, maintenance or operation of the Land, any and all: (i) contracts or agreements, such as maintenance, service, or utility contracts; (ii) licenses, permits, approvals, or similar documents; (iii) plans, drawings, specifications, surveys, engineering reports, environmental reports, water and soil tests, construction, architectural and landscape plans, and other technical descriptions, maps and graphics related thereto (collectively called the “Intangible Personal Property”).

c. The parties acknowledge that Purchaser is also under contract with CDA Technical Institute, Inc., a Florida Profit Corporation, to purchase adjacent property (“Agreement-2”). The parties agree that Purchaser shall be required to close on the properties described in both this Agreement-1 and Agreement-2 in the event Purchaser closes on either transaction and such closings shall occur simultaneously.

The Land and Intangible Personal Property are herein collectively called the “Property.” All of the Property shall be conveyed, assigned and transferred to Purchaser “AS IS” unless otherwise stated herein at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances except for taxes for the year of Closing and easements and restrictions of record, provided such easements and restrictions do not adversely affect Purchaser’s ability to develop and construct a multi-family affordable housing project containing a clubhouse and attendant facilities (the “Project”). Said attendant facilities shall be more particularly set forth and developed in accordance with the requirements of the Federal Low-Income Housing Tax Credits (“LIHTC”) program and/or the Florida Housing Finance Corporation (“FHFC”).

Section 2. Purchase Price.

The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller is One Million Five Hundred Thousand And No/100 Dollars (\$1,500,000.00).

a. Purchaser, within five (5) business days of the Effective Date, shall pay to Escrow Agent (hereinafter defined) an initial deposit of Thirty-Two Thousand Five Hundred And No/100 Dollars (\$32,500.00) (the "Initial Deposit").

b. Within five (5) business days of the expiration of the Inspection Period (hereinafter defined), the amount of Thirteen Thousand And No/100 Dollars (\$13,000.00), shall be paid as an additional deposit (the "Additional Deposit"), and added to the Initial Deposit, by Purchaser to Escrow Agent, at which time the Initial Deposit and Additional Deposit shall be "at risk" and forfeited to Seller in the event Purchaser fails to close in accordance with this Agreement-1, unless otherwise provided for herein. The Initial Deposit, and once made, the Additional Deposit, shall be collectively referred to as the "Deposit".

c. The Deposit shall be held by Purchaser's attorney Nelson Mullins Riley & Scarborough LLP, d/b/a Nelson Mullins Broad and Cassel ("Escrow Agent"), in escrow by the Escrow Agent in a non-interest-bearing account. The Deposit, shall, if this transaction closes, become a credit in favor of Purchaser toward payment of the Purchase Price at Closing. If this transaction shall fail to close, the disposition of the Deposit shall be as hereinafter provided.

d. All funds payable hereunder shall be tendered in lawful money of the United States of America. The Deposit and sum payable on the date of Closing and delivery of Deed (or such greater or lesser amounts as may be necessary to complete payment of the Purchase Price after all credits, adjustments and pro-rations required herein) shall be paid by wire transfer of immediately available U.S. federal funds.

Section 3. Escrow Agent.

Escrow Agent has agreed to act as escrow agent for the convenience of the parties without fee or compensation for its services. Escrow Agent shall hold the Deposit, and, if applicable, invest same as provided for, and any other documents required herein, and to deliver same to the parties herein in accordance with the provisions of this Agreement-1. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful misconduct of Escrow Agent. Escrow Agent may rely upon the written notices, communications, orders or instructions given by Seller or Purchaser or believed by it to be genuine. Seller and Purchaser will indemnify and hold Escrow Agent harmless against any matters directly or indirectly related to the Deposit and any other funds held by Escrow Agent under this Agreement-1, including, without limitation, attorneys' fees. In the event of any disagreement among any of the parties to this Agreement-1 resulting in adverse claims and demands being made in connection with the Property, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of the Deposit then held by it under this Agreement-1, and in doing so, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay the Deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Purchaser agree that the status of Purchaser's counsel as Escrow Agent under this Agreement-1 does not disqualify such law firm from representing Purchaser in this transaction and in any disputes, that may arise between Seller and Purchaser concerning this transaction, including any dispute or controversy with respect to the Deposit.

Section 4. Inspection Period.

a. Purchaser shall have one-hundred eighty (180) days from the Effective Date (the “Inspection Period”) to conduct a general investigation of the Property (the “Property Inspection”) and determine the feasibility of the Project. If Purchaser is not satisfied with the results of the Property Inspection and determines that it does not wish to purchase the Property, for any reason, Purchaser may elect to cancel and terminate this Agreement-1 by delivering written notice to Seller on or before the expiration of the Inspection Period, whereupon Escrow Agent shall return to Purchaser the Deposit paid hereunder and this Agreement-1 shall be terminated and the parties shall be relieved of any further obligations hereunder. The Deposit shall be non-refundable after the expiration of the Inspection Period except upon terms expressly set forth within this Agreement.

b. Purchaser may enter upon the Property to perform such reasonable acts as are necessary in order to conduct the Property Inspection. Within five (5) days of the Effective Date, Seller will make available for inspection by Purchaser all of Seller’s documents (if any) regarding the Property, including, but not limited to, surveys, appraisals, environmental reports, soil reports, service contracts, leases and title reports and any other reports, studies, test results, environmental reports or other documentations including any grading plans, utility plans, site plans, and topographical, geotechnical, civil engineering drawings and sink hole studies, in Seller’s possession or control. Purchaser may make copies of the foregoing documents provided that all such copies shall be returned to Seller if this Agreement-1 is terminated. Purchaser may continue to enter upon the Property after the expiration of the Inspection Period provided this Agreement-1 remains in full force and effect. Purchaser, its agents, representatives or contractors shall enter the Property at their own risk, all such entries and studies shall be at Purchaser's cost, and Seller shall have no liability for any injuries or cost sustained by Purchaser, its agents, employees, officers, representatives or contractors, unless caused by Seller's gross negligence or willful misconduct. Purchaser agrees the Property shall not be unnecessarily disturbed during the Property Inspection and prior to Closing and agrees to promptly repair or restore any damage to the Property caused by such entry or entries onto the Property. Purchaser shall indemnify and hold harmless Seller (and its legal representatives, successors and assigns) from and against any and all claims, liens, demands, personal injury, property damage, or liability of any nature whatsoever arising from or incident to Purchaser's (or its agents', representatives' or contractors') entry or entries onto the Property or the Property Inspection activities upon the Property, unless caused by Seller's gross negligence or willful misconduct. This indemnification shall include payment of court costs and attorneys' fees including those incurred in appellate proceedings.

c. Purchaser's indemnification obligations contained above shall survive any assignment, cancellation and termination of this Agreement-1.

d. Purchaser will provide Seller with due diligence items, including but not limited to an updated survey, phase 1 and 2 environmental assessments, property condition reports, site plans, government permits etc. Purchaser will update Seller on the status of the application process within five (5) business days of any update.

Section 5. Financing and Bond Tax Credit Contingency.

Purchaser shall apply and diligently and in good faith pursue the FHFC required forms, verifications, certifications, agreements, and other such documentation (the “Documentation”) as necessary for a complete application according to the applicable 2023 RFA Request for Application (“RFA”). In the event Purchaser is able to obtain the Documentation, Purchaser shall file all necessary applications for such tax credit allocation with FHFC by the “Application Deadline” specified by the FHFC for the applicable RFA for which Purchaser submits an application, which will be on or before August 31st, 2023. Purchaser’s obligation to acquire the Property is contingent on its ability to obtain the (i) Documentation, and (ii) a funding allocation from FHFC and receipt of an invitation to credit underwriting for an award of tax credits

under this RFA (the "Allocation"), and (iii) construction financing for the construction of the Project. The Documentation and the Allocation are each a condition precedent to Closing and in the event Purchaser is unable to obtain either the Documentation or the Allocation, this Agreement-1 shall immediately be null and void upon a written termination notice by Purchaser to Seller, in which event the Escrow Agent shall return the Deposit to Purchaser and the parties shall be released and discharged of and from all obligations hereunder (the "Termination").

Section 6. Permits, Approvals and Zoning Contingency.

Within five (5) days of obtaining the Allocation, Purchaser, at the Purchaser's expense, shall engage the appropriate professionals, in order to prepare all of the plans, specifications and documents necessary for the Purchaser to obtain approval from Jacksonville, Duval County, Florida, and all other appropriate regulatory agencies for the preliminary site plan approval for the Project. Purchaser shall apply and diligently and in good faith pursue the approvals for the Project from all appropriate governmental and quasi-governmental agencies. Purchaser shall not submit any final executed documents that would bind either the Property or the Seller to Purchaser's site plan without the express written consent of Seller, which will not be unreasonably withheld. Seller and Purchase hereby agree to fully cooperate with each other in connection with promptly obtaining any conceptual or preliminary site plan approval for the Property if such a process exists for Jacksonville, Duval County. The Purchaser shall be responsible for paying for all professional fees, and governmental approval fees and applications associated with the approvals which Purchaser has incurred. In the event Purchaser is unable to obtain the preliminary site plan approval of the Property within one hundred eighty (180) days from the Effective Date, Purchaser, at Purchaser's option, may terminate this Agreement-1 and the Deposit shall be retained by Purchaser.

Section 7. AS IS.

Purchaser has or will inspect the Property and is familiar, or will become familiar with, the physical condition thereof. Except as specifically provided for in this Agreement-1 or in any document provided by Seller to Purchaser at Closing, Seller has not made and does not make any representations or warranties as to the physical condition, operational status, quality of construction of any improvements, expenses, operation, maintenance, profit, rents, loss or use to which the Property or any part thereof may be put, or any other matter or thing affecting or pertaining to the Property, and Purchaser expressly acknowledges and agrees at Closing to take the same "AS-IS", "WHERE IS" and "WITH ALL FAULTS" as of the Closing Date. Purchaser acknowledges that Seller has afforded or will afford Purchaser the opportunity for a full and complete investigation, examination and inspection of the Property and all matters and items relating thereto or connected therewith. The provisions of this section shall survive the Closing.

Section 8. Closing.

a. The closing ("Closing") of the sale of the Property by Seller to Purchaser shall be conducted by Escrow Agent as a mail-away closing on or before June 30, 2024 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. Purchaser shall have three (3) sixty (60) day extensions from the Closing Date upon payment of an additional Six Thousand Five Hundred And No/100 Dollar (\$6,500.00) payment for each extension, each such extension payment non-refundable and applicable to the Purchase Price.

b. At the Closing, the following shall occur:

(i) Purchaser, at its sole cost and expense, shall deliver or cause to be delivered at Closing the following:

1. The balance of the Purchase Price as set forth in Section 2 hereof, subject to prorations, adjustments and credits as described in this Agreement-1; and

2. Execute and deliver or obtain for delivery any instruments reasonably necessary to close this transaction, including, by way of example but not limitation, corporate certificates and resolutions, closing statements, affidavits and delivery of instruments reasonably required by the Escrow Agent.

(ii) Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

1. Special Warranty Deed fully executed and acknowledged by Seller, conveying, to Purchaser the Property, subject only to (a) real estate taxes for the year of Closing, which are not yet due and payable, and subsequent years; (b) zoning and use restrictions in effect or which may hereafter come into existence due to governmental action; and (c) easements and restrictions of record which have been approved in writing by Purchaser;

2. Bill of Sale and Assignment of the Intangible Personal Property;

3. Affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs made to the Property ninety (90) days immediately preceding the date of Closing;

4. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code executed and sworn to by Seller;

5. Evidence reasonably satisfactory to Purchaser and the Escrow Agent that the person(s) executing the closing documents on behalf of Seller has full right, power and authority to do so;

6. Execute and deliver or obtain for delivery any other instruments reasonably necessary to close this transaction, including, by way of example but not limitation, closing statements, releases, affidavits and delivery of instruments reasonably required by the Escrow Agent;

7. Deliver all Intangible Personal Property, if any, in Seller's possession.

c. The following items shall be prorated or adjusted at the Closing:

(i) Real estate taxes and assessments shall be prorated as of the Closing Date and using the maximum allowable discount as of the Closing Date. Real estate taxes and assessments shall be prorated based on actual taxes and assessments for the year of Closing, or, if same are not available, on taxes and assessments for the preceding year, subject to re-proration between the parties upon receipt of final tax bill for the year of the Closing, unless such claim for re-proration is based upon improvements to the Property after the Closing Date by Purchaser, in which case no re-proration shall be required.

(ii) If any special assessments exist or are levied on the Property prior to the Closing Date, Seller shall cause such assessments to be paid in full at Closing; provided, however, that if the assessments may be paid in installments, only the installments due on or before the Closing Date need be paid by Seller.

d. Upon completion of the Closing, (i) Seller shall deliver to Purchaser possession of the Property; and (ii) Escrow Agent shall promptly record the deed of conveyance, and any other applicable closing documents upon confirmation of clearance of all funds.

e. Purchaser, at Closing, shall pay (i) the recording fee for the deed of conveyance; (ii) the premium for the Owner's Title Insurance Policy based on the minimum promulgated rate, and (iii) documentary stamp tax on the deed of conveyance.

f. Seller, at Closing shall pay (i) past due real estate taxes, and (ii) costs to release any liens on the Property.

g. Purchaser's obligations to close on this transaction will be subject to the satisfaction of the following conditions on or before the Closing Date:

(i) Seller is not in default under any term, covenant or condition of this Agreement-1 and shall have performed all of its covenants, agreements and obligations under this Agreement-1.

(ii) Each of the representations, warranties and warranties of Seller set forth in this Agreement-1 is true, complete and correct on the Effective Date and at the date of Closing as if made at that time.

(iii) There will not be a water, sewer, building or other moratorium, condemnation or any proceedings in effect which would interfere with the immediate construction or occupancy of the Project.

(iv) At the Closing, the Title Company will irrevocably commit to issue to Purchaser an ALTA Owner's Policy of Title Insurance, dated as of the date and time of recording of the deed, in the amount of the Purchase Price, insuring Purchaser as owner of good, marketable and indefeasible marketable fee simple title to the Property.

(v) Sole and exclusive possession of the Property will be delivered to Purchaser at Closing.

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Purchaser will have the right to waive any or all of the foregoing conditions and close this transaction or Purchaser will have the right to terminate this Agreement-1 by reason of the failure of any of the conditions described in this Section, the Deposit and any extension payment, will be refunded to Purchaser, and neither party will have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement-1.

Section 9. Evidence of Title and Title Insurance.

a. On or before ninety (90) days after the date of the Allocation, Purchaser shall obtain, at Purchaser's expense, a title insurance commitment for an ALTA Form B marketability policy issued by a nationally recognized Title Insurance Company chosen by Purchaser (the "Title Company") in the full amount of the Purchase Price (the "Commitment"), together with legible copies of any encumbrances listed thereon. The Commitment shall have an effective date that is after the Effective Date of this Agreement-1. Purchaser shall simultaneously deliver a copy of the Commitment and all exception documents to the Seller. At the Closing, Title Company shall deliver an endorsement to, or "mark-up" of, the Commitment deleting all Schedule B-I requirements, all standard exceptions except taxes for the current year not then due and payable, and the "gap" exceptions.

b. If the Commitment contains any exceptions which render title unmarketable or adversely affect the value of the Property or Purchaser's intended use of the Property as determined by Purchaser in its sole discretion, Purchaser shall deliver written notice to Seller specifying the matters that are objectionable to Purchaser. Such notice shall be given not later than fifteen (15) days after receipt of the

Commitment by Purchaser. Within five (5) days after such notification, Seller shall notify Purchaser whether Seller is willing to cure such defects.

c. If Seller elects not to cure such defects, or elects to cure such defects but then fails to within thirty (30) days of Purchaser's notice, Purchaser shall, within five (5) days of Seller's notification of its unwillingness or inability to cure, either (i) reject title as it then exists and terminate this Agreement-1 and thereupon be entitled to a return of the Deposit, including any extension payment, or (ii) waive such objections and proceed with the Closing and accept the Property subject to such exceptions without reduction of the Purchase Price. Purchaser's right to terminate this Agreement-1 and receive a full refund of any Deposit, including any extension payment, shall not be affected by the fact that the Inspection Period may have expired. Upon return of the Deposit, including any extension payment, to Purchaser pursuant to subparagraph (i) above, this Agreement-1 shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement-1, except for those rights, duties and obligations that specifically survive termination of this Agreement-1. If Purchaser fails to send any notice by the required date, Purchaser shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement-1.

d. If any subsequent update to the Commitment reveals any additional exceptions to which Purchaser objects, Seller shall have fifteen (15) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Purchaser shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than thirty (30) days to permit Seller to cure any such additional exceptions.

e. Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing. Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

Section 10. Survey.

Within ninety (90) days after the Allocation, Purchaser may obtain, at Purchaser's expense, a survey of the Property. If the survey shows any encroachment on the Property, the same shall be treated as a title defect and the objection and cure provisions hereof shall control. The legal descriptions prepared by the surveyor shall be utilized as the legal descriptions for the Deed given by Seller to Purchaser. It shall include the 0.24+/- acres that are subject to this purchase and sale agreement and more fully described in the Exhibit A.

Section 11. Representations of Purchaser and Seller.

Seller and Purchaser respectively hereby make the following representations. Such representations shall also be deemed made as of the Closing Date and the remedies for breach thereof shall survive Closing:

a. Purchaser's Representations.

To induce Seller to enter into this Agreement-1 and to sell the Property, Purchaser represents and warrants to Seller:

(i) Purchaser shall pay prior to Closing or arrange for payment after Closing of all claims, liabilities or expenses associated with its inspection, permitting and development of the Property, except as otherwise provided herein.

(ii) Purchaser has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the

attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

(iii) Neither the execution and delivery of this Agreement-1 nor the consummation of the transaction contemplated by this Agreement-1 will result (either immediately or after the passage of time and/or the giving of notice) in breach or default by Purchaser under any agreement or understanding to which Purchaser is a party or by which Purchaser may be bound or which would have an effect upon Purchaser's ability to fully perform its obligations under this Agreement-1.

(iv) That Purchaser has the right, power and authority to execute, deliver and perform this Agreement-1 without obtaining any consents or approvals from or the taking of any action with respect to, any third parties. This Agreement-1, when executed and delivered by Purchaser and Seller, will constitute the valid and binding Agreement-1 of Purchaser.

b. **Seller's Representations.**

To induce Purchaser to enter into this Agreement-1 and to purchase the Property, Seller represents and warrants to Purchaser:

(i) That Seller owns the entire fee simple marketable record title to the Property, and there are no tenancy, rental or other occupancy agreements affecting the Property;

(ii) That Seller has no actual knowledge regarding, and has received no written notice of, violations of any law, ordinance, order or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property; and that before the Closing, Seller shall promptly disclose to Purchaser any actual knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property;

(iii) That there are no (i) existing or pending improvement liens affecting the Property; (ii) existing, pending, or threatened lawsuits or appeals of prior lawsuits affecting the Property or Seller; (iii) existing, or pending, or condemnation proceedings affecting the Property;

(iv) That the Property will not be subjected to any homeowners' or property owners' associations by Seller, or its successors and assigns, prior to the Closing;

(v) That there are no other purchase and sale agreements, nor options or rights of first refusal in effect as of the Effective Date relating to the Property nor will any such interest be in effect as of the time of Closing;

(vi) That there are no judgments, encumbrances or liens against the Property or Seller that will remain unsatisfied at the time of Closing;

(vii) That to the best of Seller's knowledge and belief without independent investigation or inquiry, (i) Seller has not caused or permitted any Hazardous Substances (as defined herein) to be placed, held, located or disposed of on, under or at the Land (except in accordance with applicable law), (ii) the Land has never been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances, and (iii) there are no Hazardous Substances located on, under or upon the Land. "Hazardous Substances" means any hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local,

state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state super lien or environmental clean-up statutes.

(viii) That, to the Seller's knowledge, there are no environmental mitigation areas on the Property and there are no environmental mitigation requirements for the Property;

(ix) During the term of this Agreement-1, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification, termination or alteration to existing easements, dedications, covenants, conditions, restrictions, or rights of way adversely affecting Purchaser's intended use for the Property, (ii) any new easements, covenants, dedications, conditions, restrictions, or rights of way affecting Purchaser's intended use for the Property, (iii) any zoning changes or other changes of governmental approvals affecting Property's Intended Use;

(x) That Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

(xi) That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

(xii) Seller has the right, power, and authority to execute, deliver, and perform this Agreement-1 without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement-1, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement-1 of Seller;

(xiii) That, at all times during the term of this Agreement-1 and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement-1 shall be true and correct;

(xiv) That no representation or warranty by Seller contained in this Agreement-1 and no statement delivered or information supplied to Purchaser pursuant to this Agreement-1 contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement-1 not misleading; and

(xv) Seller's representations and warranties herein shall survive Closing for a period of one (1) year.

Section 12. Remedies.

In the event of a breach by Purchaser of its obligations under this Agreement-1, Seller may terminate this Agreement-1 by written notice to Purchaser specifying the breach, and Purchaser shall have five (5) business days opportunity to cure the same (provided that no such cure period shall apply for a breach of the obligation to close by the Closing Date). If Purchaser shall fail to close for reasons not caused by Seller, the Deposit made by Purchaser shall be retained by Seller as agreed and liquidated damages for withholding the Property from the market and for expenses incurred and the parties shall thereupon be relieved of any further liability hereunder. In the event Seller shall fail to close for reasons not caused by Purchaser or due to Seller's inability to convey marketable title according to Section 9 hereof, Purchaser shall have the right to either (i) demand return of the Deposit paid hereunder, upon which return of Deposit the parties shall have no further liability hereunder, or, (ii) in the alternative, Purchaser shall have the right to seek specific performance, as Purchaser's sole remedy.

Section 13. Destruction, Damage or Taking Prior to Closing.

If, prior to Closing, the Property is destroyed, damaged or becomes subject to condemnation or eminent domain proceedings, the Purchaser shall have the option, which must be exercised within ten (10) days after its receipt of written notice from Seller advising of such destruction, damage or taking (which Seller hereby agrees to give), to terminate this Agreement-1 or to proceed with the Closing, without reduction in the Purchase Price. If Purchaser elects to terminate this Agreement-1, the Deposit shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. If Purchaser elects to proceed with the Closing, Purchaser shall be entitled to the insurance proceeds or condemnation proceeds payable as a result of such damage, destruction or taking up to the amount of the Purchase Price and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser, at Closing, Seller's rights to such proceeds up to the amount of the Purchase Price, and Seller will not settle or adjust any insurance claims without Purchaser's prior consent. All insurance proceeds or condemnation proceeds in excess of the Purchase Price shall belong to and be retained by Seller.

Section 14. Real Estate Commission.

The parties each represent and warrant that there are no real estate agents or brokers or transactional brokers involved in this transaction other than (i) Three Lions Real Estate Group ("Seller's Broker"), who shall receive a commission fee at Closing as described in a separate written agreement between Seller's Broker and Seller, payable only by Seller. Each party agrees to indemnify and hold harmless the other from all claims or demands of any other real estate agent or broker or transactional broker claiming by, through or under said party. This indemnification shall also include payment of court costs and attorneys fees, including those incurred in appellate proceedings. This indemnification shall survive Closing and/or termination of this Agreement-1.

Section 15. Prohibition against Recording.

Neither this Agreement-1 nor any part hereof, shall be recorded among the Public Records of any County in the State of Florida.

Section 16. Confidentiality.

At all times before the Closing Date of the Property, Purchaser agrees to hold in strict confidence and not to disclose to any other party without the prior written consent of Seller, all information regarding the Property, as expressed in this Agreement-1, except as may be required by applicable law, including Florida's public records laws, or as otherwise contemplated in this Agreement-1, or to Purchaser's legal and financial advisors, lending institutions, and Purchaser's investors.

Section 17. Notices.

Any notice provided or permitted to be given under this Agreement-1 must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by e-mail or by express mail. Notice given in accordance herewith shall be effective upon receipt at the address of the party to be served. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to:

AMERICA'S DONUTS, INC.
520 Shaw Lake Road
Pierson, FL 32180
Attn: Emily Black Whiddon

Telephone: (904) 838-4691
E-Mail: Emilyvictoria09@hotmail.com

If to Purchaser, to: DDER Holdings, LLC
2700 Westhall Lane, Ste. 200
Maitland, FL 32751
Attn: Domingo Sanchez
Telephone: (407) 301-9017
E-mail address: ds@titanland.net

And also, to: DDER Development, LLC
2700 Westhall Lane, Ste. 200
Maitland, FL 32751
Attn: Melanie Greenwood
Telephone: (404) 596-1276
E-mail address: mgreenwood@birdsonghousing.com

If to Escrow Agent, to: Nelson Mullins Riley & Scarborough LLP, d/b/a
Nelson Mullins Broad and Cassel
215 S. Monroe St., Suite 400
Tallahassee, Florida 32301
Attn: Melissa Vansickle
Telephone: (850) 205-3307
Email: melissa.vansickle@nelsonmullins.com

Section 18. Assigns.

This Agreement-1 shall bind and insure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall have the right to assign all or any part of Purchaser's rights under this Agreement-1 without the prior written consent of Seller.

Section 19. Entire Agreement.

This Agreement-1, when signed by the parties, together with all exhibits, shall constitute the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements, representations or understandings, whether oral or written, between the parties and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

Section 20. Counterparts.

This Agreement-1 may be executed in multiple counterparts, all of which together shall constitute one agreement. A signature transmitted by e-mail or through use of an electronic signing platform such as DocuSign shall be deemed to be an original and shall be binding against the signing party.

Section 21. Time of Essence.

Time is of the essence with respect to every provision hereof. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays and legal holidays. If the final date of any period which is set out in any section of this Agreement-1 falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 22. Effective Date.

Whenever the term or phrase “effective date” or “date hereof” or other similar phrases describing the date this Agreement-1 becomes binding on Seller and Purchaser are used in this Agreement-1, such terms or phrases shall mean and refer to the date of execution by Purchaser or Seller, whichever is later.

Section 23. Time for Acceptance.

Delivery of this document to Purchaser shall not be deemed nor taken to be an offer to sell by Seller. Only when executed by Purchaser or Seller and delivered to the other party hereto shall this Agreement-1 constitute an offer to buy or sell the Property, as the case may be, on the terms herein set forth, acceptable by the party receiving such executed Agreement-1 within seven (7) business days after such receipt, by executing this Agreement-1 and delivering the original hereof to the Escrow Agent and an originally signed copy hereof to the other party hereto. Failure to accept in the manner and within the time specified shall constitute a rejection and termination of such offer. No acceptance shall be valid and binding upon Seller unless in writing and signed by an authorized officer of Seller.

Section 24. Attorneys’ Fees.

In the event either party deems it necessary to cause litigation to enforce, interpret or construe the terms of this Agreement-1, court costs and attorneys’ fees, including those incurred in appellate proceedings, shall be awarded to the prevailing party. In the event of enforcement of this Agreement-1, or any dispute as to interpretation or construction hereof, the laws of the State of Florida shall apply, and this Agreement-1 shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement-1 may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement-1. In the event of litigation, the parties hereby agree that venue for any legal action shall be in Duval County, Florida. **Purchaser and Seller mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Agreement-1. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for, Purchaser and Seller to enter into this Agreement-1.**

Section 25. Severability.

If any one or more of the provisions of this Agreement-1 shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 26. Headings.


The headings of the sections, paragraphs and subdivisions of this Agreement-1 are for convenience and reference only, and shall not limit or otherwise affect any of the terms hereof.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE ATTACHED HERETO**

EXECUTED as of the date and year written below:

SELLER:

AMERICA'S DONUTS, INC., a Florida Profit Corporation

By: 
Name: Emily Black Whiddon
Title: Director

Dated: 07/06/2023

PURCHASER:

DDER HOLDINGS, LLC, a Florida limited liability company

By: 
Deion R. Lowery, Manager

Dated: 7/5/23

ESCROW AGENT

We acknowledge receipt of the Initial Deposit in the amount of Thirty-Two Thousand Five Hundred And No/100 Dollars (\$32,500.00) and agree to be bound by the terms and conditions of this Agreement.

Nelson Mullins Riley & Scarborough LLP,
d/b/a Nelson Mullins Broad and Cassel

By: 

Melissa VanSickle

EXHIBIT A

LEGAL DESCRIPTION

Part of Lot 4, William F. King's Subdivision, according to the plat thereof recorded in Plat Book 2, Page 53 of the current public records of Duval County, Florida, together with part of Main Street conveyed by Deed recorded in Deed Book 656, Page 78, more particularly described as follows:

Commence at the tangent intersection of the West line of Main Street (a 100.0 foot right-of-way) with the North line of West 48th Street, (a 60.0 foot right-of-way); thence North 83 degrees, 55 minutes, 20 seconds West, 5.00 feet to the point of beginning; thence continue North 83 degrees, 55 minutes, 20 seconds West, 79.72 feet, along the North line of said West 48th Street; thence North 2 degrees, 39 minutes 52 seconds East, 124.92 feet; thence South 83 degrees, 55 minutes, 28 seconds East, 84.72 feet, to the West line of said Main Street; thence South 02 degrees, 39 minutes, 50 seconds West, 119.91 feet, along the West line of said Main Street; thence South 49 degrees, 22 minutes, 15 seconds West, 6.86 feet, to the point of beginning.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "Assignment") dated as of July 6, 2023, is made between DDER HOLDINGS, LLC, a Florida limited liability company ("Assignor") and EGRET LANDING, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the Purchaser under that certain Purchase and Sale Agreement effective July 6, 2023 (the "Agreement-2") between Assignor and CDA TECHNICAL INSTITUTE, INC., as Seller, with respect to the property described on Exhibit A attached thereto (the "Property"); and

WHEREAS, Assignee desires to acquire the Property in accordance with the terms of the Agreement-2, and Assignor is willing to assign its interests in and under the Agreement-2 to Assignee in accordance with the terms hereof.

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in and under the Agreement-2 (including without limitation the Deposit made by Assignor).

Assignee hereby assumes all obligations of Assignor under or pursuant to the Agreement-2.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first stated above.

ASSIGNOR:

DDER HOLDINGS, LLC
a Florida limited liability company

By: _____

Deion R. Lowery, Manager

ASSIGNEE:

EGRET LANDING, LLC, a Florida
limited liability company

By: DDER Egret Landing Manager, LLC, a
Florida limited liability company, its
Manager

By: DDER Holdings, LLC, a Florida
limited liability company, its managing
member

By: _____

Deion R. Lowery, Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement-2”) is entered into as of the Effective Date (as hereafter defined), between **CDA TECHNICAL INSTITUTE, INC.**, a Florida Profit Corporation (the “Seller”), and **DDER HOLDINGS, LLC**, a Florida limited liability company, or its assigns (the “Purchaser”).

W I T N E S S E T H:

In consideration of the mutual covenants set forth herein and the earnest money deposit herein called for, the parties hereto mutually agree as follows:

Section 1. Sale and Purchase.

Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

a. That certain parcel of land situated in Jacksonville, Duval County, Florida, parcel # 031405 0000 and described in Exhibit A and attached hereto containing approximately 2.90 +/- acres (“Land”), together with all right, title, and interest appurtenant or related to the Land, including, but not limited to, all rights to underlying roads adjacent thereto, access easements and rights-of-way relating thereto or benefiting the Land, all easements, rights privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining, riparian, littoral rights, and other water rights relating thereto or benefiting the Land, all minerals, soil, fill, landscaping and other embellishments now or in the future on or appurtenant thereto and Seller’s right, title and interest in any assignable or transferable governmental approvals, variances, permits, development rights, dedications and entitlements; if any; and

b. To the extent they are assignable, are owned and/or held by Seller, are in Seller's possession or control, and relate to the design, construction, ownership, development, maintenance or operation of the Land, any and all: (i) contracts or agreements, such as maintenance, service, or utility contracts; (ii) licenses, permits, approvals, or similar documents; (iii) plans, drawings, specifications, surveys, engineering reports, environmental reports, water and soil tests, construction, architectural and landscape plans, and other technical descriptions, maps and graphics related thereto (collectively called the “Intangible Personal Property”).

c. The parties acknowledge that Purchaser is also under contract with America’s Donuts, Inc., a Florida Profit Corporation, to purchase adjacent property (“Agreement-1”). The parties agree that Purchaser shall be required to close on the properties described in both this Agreement-2 and Agreement-1 in the event Purchaser closes on either transaction and such closing shall occur simultaneously.

The Land and Intangible Personal Property are herein collectively called the “Property.” All of the Property shall be conveyed, assigned and transferred to Purchaser “AS IS” unless otherwise stated herein at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances except for taxes for the year of Closing and easements and restrictions of record, provided such easements and restrictions do not adversely affect Purchaser’s ability to develop and construct a multi-family affordable housing project containing a clubhouse and attendant facilities (the “Project”). Said attendant facilities shall be more particularly set forth and developed in accordance with the requirements of the Federal Low-Income Housing Tax Credits (“LIHTC”) program and/or the Florida Housing Finance Corporation (“FHFC”).

Section 2. Purchase Price.

The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller is Eight Hundred Thousand And No/100 Dollars (\$800,000.00).

a. Purchaser, within five (5) business days of the Effective Date, shall pay to Escrow Agent (hereinafter defined) an initial deposit of Seventeen Thousand Five Hundred And No/100 Dollars (\$17,500.00) (the "Initial Deposit").

b. Within five (5) business days of the expiration of the Inspection Period (hereinafter defined), the amount of Seven Thousand And No/100 Dollars (\$7,000.00), shall be paid as an additional deposit (the "Additional Deposit"), and added to the Initial Deposit, by Purchaser to Escrow Agent, at which time the Initial Deposit and Additional Deposit shall be "at risk" and forfeited to Seller in the event Purchaser fails to close in accordance with this Agreement-2, unless otherwise provided for herein. The Initial Deposit, and once made, the Additional Deposit, shall be collectively referred to as the "Deposit".

c. The Deposit shall be held by Purchaser's attorney Nelson Mullins Riley & Scarborough LLP, d/b/a Nelson Mullins Broad and Cassel ("Escrow Agent"), in escrow by the Escrow Agent in a non-interest-bearing account. The Deposit, shall, if this transaction closes, become a credit in favor of Purchaser toward payment of the Purchase Price at Closing. If this transaction shall fail to close, the disposition of the Deposit shall be as hereinafter provided.

d. All funds payable hereunder shall be tendered in lawful money of the United States of America. The Deposit and sum payable on the date of Closing and delivery of Deed (or such greater or lesser amounts as may be necessary to complete payment of the Purchase Price after all credits, adjustments and pro-rations required herein) shall be paid by wire transfer of immediately available U.S. federal funds.

Section 3. Escrow Agent.

Escrow Agent has agreed to act as escrow agent for the convenience of the parties without fee or compensation for its services. Escrow Agent shall hold the Deposit, and, if applicable, invest same as provided for, and any other documents required herein, and to deliver same to the parties herein in accordance with the provisions of this Agreement-2. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful misconduct of Escrow Agent. Escrow Agent may rely upon the written notices, communications, orders or instructions given by Seller or Purchaser or believed by it to be genuine. Seller and Purchaser will indemnify and hold Escrow Agent harmless against any matters directly or indirectly related to the Deposit and any other funds held by Escrow Agent under this Agreement-2, including, without limitation, attorneys' fees. In the event of any disagreement among any of the parties to this Agreement-2 resulting in adverse claims and demands being made in connection with the Property, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of the Deposit then held by it under this Agreement-2, and in doing so, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay the Deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Purchaser agree that the status of Purchaser's counsel as Escrow Agent under this Agreement-2 does not disqualify such law firm from representing Purchaser in this transaction and in any disputes, that may arise between Seller and Purchaser concerning this transaction, including any dispute or controversy with respect to the Deposit.

Section 4. Inspection Period.

a. Purchaser shall have one-hundred eighty (180) days from the Effective Date (the “Inspection Period”) to conduct a general investigation of the Property (the “Property Inspection”) and determine the feasibility of the Project. If Purchaser is not satisfied with the results of the Property Inspection and determines that it does not wish to purchase the Property, for any reason, Purchaser may elect to cancel and terminate this Agreement-2 by delivering written notice to Seller on or before the expiration of the Inspection Period, whereupon Escrow Agent shall return to Purchaser the Deposit paid hereunder and this Agreement-2 shall be terminated and the parties shall be relieved of any further obligations hereunder. The Deposit shall be non-refundable after the expiration of the Inspection Period except upon terms expressly set forth within this Agreement.

b. Purchaser may enter upon the Property to perform such reasonable acts as are necessary in order to conduct the Property Inspection. Within five (5) days of the Effective Date, Seller will make available for inspection by Purchaser all of Seller’s documents (if any) regarding the Property, including, but not limited to, surveys, appraisals, environmental reports, soil reports, service contracts, leases and title reports and any other reports, studies, test results, environmental reports or other documentations including any grading plans, utility plans, site plans, and topographical, geotechnical, civil engineering drawings and sink hole studies, in Seller’s possession or control. Purchaser may make copies of the foregoing documents provided that all such copies shall be returned to Seller if this Agreement-2 is terminated. Purchaser may continue to enter upon the Property after the expiration of the Inspection Period provided this Agreement-2 remains in full force and effect. Purchaser, its agents, representatives or contractors shall enter the Property at their own risk, all such entries and studies shall be at Purchaser's cost, and Seller shall have no liability for any injuries or cost sustained by Purchaser, its agents, employees, officers, representatives or contractors, unless caused by Seller's gross negligence or willful misconduct. Purchaser agrees the Property shall not be unnecessarily disturbed during the Property Inspection and prior to Closing and agrees to promptly repair or restore any damage to the Property caused by such entry or entries onto the Property. Purchaser shall indemnify and hold harmless Seller (and its legal representatives, successors and assigns) from and against any and all claims, liens, demands, personal injury, property damage, or liability of any nature whatsoever arising from or incident to Purchaser's (or its agents', representatives' or contractors') entry or entries onto the Property or the Property Inspection activities upon the Property, unless caused by Seller's gross negligence or willful misconduct. This indemnification shall include payment of court costs and attorneys' fees including those incurred in appellate proceedings.

c. Purchaser's indemnification obligations contained above shall survive any assignment, cancellation and termination of this Agreement-2.

d. Purchaser will provide Seller with due diligence items, including but not limited to an updated survey, phase 1 and 2 environmental assessments, property condition reports, site plans, government permits etc. Purchaser will update Seller on the status of the application process within five (5) business days of any update.

Section 5. Financing and Bond Tax Credit Contingency.

Purchaser shall apply and diligently and in good faith pursue the FHFC required forms, verifications, certifications, agreements, and other such documentation (the “Documentation”) as necessary for a complete application according to the applicable 2023 RFA Request for Application (“RFA”). In the event Purchaser is able to obtain the Documentation, Purchaser shall file all necessary applications for such tax credit allocation with FHFC by the “Application Deadline” specified by the FHFC for the applicable RFA for which Purchaser submits an application, which will be on or before August 31st, 2023. Purchaser’s obligation to acquire the Property is contingent on its ability to obtain the (i) Documentation, and (ii) a funding allocation from FHFC and receipt of an invitation to credit underwriting for an award of tax credits under this RFA (the “Allocation”), and (iii) construction financing for the construction of the Project. The

Documentation and the Allocation are each a condition precedent to Closing and in the event Purchaser is unable to obtain either the Documentation or the Allocation, this Agreement-2 shall immediately be null and void upon a written termination notice by Purchaser to Seller, in which event the Escrow Agent shall return the Deposit to Purchaser and the parties shall be released and discharged of and from all obligations hereunder (the "Termination").

Section 6. Permits, Approvals and Zoning Contingency.

Within five (5) days of obtaining the Allocation, Purchaser, at the Purchaser's expense, shall engage the appropriate professionals, in order to prepare all of the plans, specifications and documents necessary for the Purchaser to obtain approval from Jacksonville, Duval County, Florida, and all other appropriate regulatory agencies for the preliminary site plan approval for the Project. Purchaser shall apply and diligently and in good faith pursue the approvals for the Project from all appropriate governmental and quasi-governmental agencies. Purchaser shall not submit any final executed documents that would bind either the Property or the Seller to Purchaser's site plan without the express written consent of Seller, which will not be unreasonably withheld. Seller and Purchase hereby agree to fully cooperate with each other in connection with promptly obtaining any conceptual or preliminary site plan approval for the Property if such a process exists for Jacksonville, Duval County. The Purchaser shall be responsible for paying for all professional fees, and governmental approval fees and applications associated with the approvals which Purchaser has incurred. In the event Purchaser is unable to obtain the preliminary site plan approval of the Property within one hundred eighty (180) days from the Effective Date, Purchaser, at Purchaser's option, may terminate this Agreement-2 and the Deposit shall be retained by Purchaser.

Section 7. AS IS.

Purchaser has or will inspect the Property and is familiar, or will become familiar with, the physical condition thereof. Except as specifically provided for in this Agreement-2 or in any document provided by Seller to Purchaser at Closing, Seller has not made and does not make any representations or warranties as to the physical condition, operational status, quality of construction of any improvements, expenses, operation, maintenance, profit, rents, loss or use to which the Property or any part thereof may be put, or any other matter or thing affecting or pertaining to the Property, and Purchaser expressly acknowledges and agrees at Closing to take the same "AS-IS", "WHERE IS" and "WITH ALL FAULTS" as of the Closing Date. Purchaser acknowledges that Seller has afforded or will afford Purchaser the opportunity for a full and complete investigation, examination and inspection of the Property and all matters and items relating thereto or connected therewith. The provisions of this section shall survive the Closing.

Section 8. Closing.

a. The closing ("Closing") of the sale of the Property by Seller to Purchaser shall be conducted by Escrow Agent as a mail-away closing on or before June 30, 2024 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. Purchaser shall have three (3) sixty (60) day extensions from the Closing Date upon payment of an additional Three Thousand Five Hundred And No/100 Dollar (\$3,500.00) payment for each extension, each such extension payment non-refundable and applicable to the Purchase Price.

b. At the Closing, the following shall occur:

(i) Purchaser, at its sole cost and expense, shall deliver or cause to be delivered at Closing the following:

1. The balance of the Purchase Price as set forth in Section 2 hereof, subject to prorations, adjustments and credits as described in this Agreement-2; and

2. Execute and deliver or obtain for delivery any instruments reasonably necessary to close this transaction, including, by way of example but not limitation, corporate certificates and resolutions, closing statements, affidavits and delivery of instruments reasonably required by the Escrow Agent.

(ii) Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

1. Special Warranty Deed fully executed and acknowledged by Seller, conveying, to Purchaser the Property, subject only to (a) real estate taxes for the year of Closing, which are not yet due and payable, and subsequent years; (b) zoning and use restrictions in effect or which may hereafter come into existence due to governmental action; and (c) easements and restrictions of record which have been approved in writing by Purchaser;

2. Bill of Sale and Assignment of the Intangible Personal Property;

3. Affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs made to the Property ninety (90) days immediately preceding the date of Closing;

4. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code executed and sworn to by Seller;

5. Evidence reasonably satisfactory to Purchaser and the Escrow Agent that the person(s) executing the closing documents on behalf of Seller has full right, power and authority to do so;

6. Execute and deliver or obtain for delivery any other instruments reasonably necessary to close this transaction, including, by way of example but not limitation, closing statements, releases, affidavits and delivery of instruments reasonably required by the Escrow Agent;

7. Deliver all Intangible Personal Property, if any, in Seller's possession.

c. The following items shall be prorated or adjusted at the Closing:

(i) Real estate taxes and assessments shall be prorated as of the Closing Date and using the maximum allowable discount as of the Closing Date. Real estate taxes and assessments shall be prorated based on actual taxes and assessments for the year of Closing, or, if same are not available, on taxes and assessments for the preceding year, subject to re-proration between the parties upon receipt of final tax bill for the year of the Closing, unless such claim for re-proration is based upon improvements to the Property after the Closing Date by Purchaser, in which case no re-proration shall be required.

(ii) If any special assessments exist or are levied on the Property prior to the Closing Date, Seller shall cause such assessments to be paid in full at Closing; provided, however, that if the assessments may be paid in installments, only the installments due on or before the Closing Date need be paid by Seller.

d. Upon completion of the Closing, (i) Seller shall deliver to Purchaser possession of the Property; and (ii) Escrow Agent shall promptly record the deed of conveyance, and any other applicable closing documents upon confirmation of clearance of all funds.

e. Purchaser, at Closing, shall pay (i) the recording fee for the deed of conveyance; (ii) the premium for the Owner's Title Insurance Policy based on the minimum promulgated rate, and (iii) documentary stamp tax on the deed of conveyance.

f. Seller, at Closing shall pay (i) past due real estate taxes, and (ii) costs to release any liens on the Property.

g. Purchaser's obligations to close on this transaction will be subject to the satisfaction of the following conditions on or before the Closing Date:

(i) Seller is not in default under any term, covenant or condition of this Agreement-2 and shall have performed all of its covenants, agreements and obligations under this Agreement-2.

(ii) Each of the representations, warranties and warranties of Seller set forth in this Agreement-2 is true, complete and correct on the Effective Date and at the date of Closing as if made at that time.

(iii) There will not be a water, sewer, building or other moratorium, condemnation or any proceedings in effect which would interfere with the immediate construction or occupancy of the Project.

(iv) At the Closing, the Title Company will irrevocably commit to issue to Purchaser an ALTA Owner's Policy of Title Insurance, dated as of the date and time of recording of the deed, in the amount of the Purchase Price, insuring Purchaser as owner of good, marketable and indefeasible marketable fee simple title to the Property.

(v) Sole and exclusive possession of the Property will be delivered to Purchaser at Closing.

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Purchaser will have the right to waive any or all of the foregoing conditions and close this transaction or Purchaser will have the right to terminate this Agreement-2 by reason of the failure of any of the conditions described in this Section, the Deposit and any extension payment, will be refunded to Purchaser, and neither party will have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement-2.

Section 9. Evidence of Title and Title Insurance.

a. On or before ninety (90) days after the date of the Allocation, Purchaser shall obtain, at Purchaser's expense, a title insurance commitment for an ALTA Form B marketability policy issued by a nationally recognized Title Insurance Company chosen by Purchaser (the "Title Company") in the full amount of the Purchase Price (the "Commitment"), together with legible copies of any encumbrances listed thereon. The Commitment shall have an effective date that is after the Effective Date of this Agreement-2. Purchaser shall simultaneously deliver a copy of the Commitment and all exception documents to the Seller. At the Closing, Title Company shall deliver an endorsement to, or "mark-up" of, the Commitment deleting all Schedule B-I requirements, all standard exceptions except taxes for the current year not then due and payable, and the "gap" exceptions.

b. If the Commitment contains any exceptions which render title unmarketable or adversely affect the value of the Property or Purchaser's intended use of the Property as determined by Purchaser in its sole discretion, Purchaser shall deliver written notice to Seller specifying the matters that are objectionable to Purchaser. Such notice shall be given not later than fifteen (15) days after receipt of the Commitment by Purchaser. Within five (5) days after such notification, Seller shall notify Purchaser whether Seller is willing to cure such defects.

c. If Seller elects not to cure such defects, or elects to cure such defects but then fails to within thirty (30) days of Purchaser's notice, Purchaser shall, within five (5) days of Seller's notification of its unwillingness or inability to cure, either (i) reject title as it then exists and terminate this Agreement-2 and thereupon be entitled to a return of the Deposit, including any extension payment, or (ii) waive such objections and proceed with the Closing and accept the Property subject to such exceptions without reduction of the Purchase Price. Purchaser's right to terminate this Agreement-2 and receive a full refund of any Deposit, including any extension payment, shall not be affected by the fact that the Inspection Period may have expired. Upon return of the Deposit, including any extension payment, to Purchaser pursuant to subparagraph (i) above, this Agreement-2 shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement-2, except for those rights, duties and obligations that specifically survive termination of this Agreement-2. If Purchaser fails to send any notice by the required date, Purchaser shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement-2.

d. If any subsequent update to the Commitment reveals any additional exceptions to which Purchaser objects, Seller shall have fifteen (15) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Purchaser shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than thirty (30) days to permit Seller to cure any such additional exceptions.

e. Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing. Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

Section 10. Survey.

Within ninety (90) days after the Allocation, Purchaser may obtain, at Purchaser's expense, a survey of the Property. If the survey shows any encroachment on the Property, the same shall be treated as a title defect and the objection and cure provisions hereof shall control. The legal descriptions prepared by the surveyor shall be utilized as the legal descriptions for the Deed given by Seller to Purchaser. It shall include the 2.90 +/- acres that are subject to this purchase and sale agreement and more fully described in the Exhibit A.

Section 11. Representations of Purchaser and Seller.

Seller and Purchaser respectively hereby make the following representations. Such representations shall also be deemed made as of the Closing Date and the remedies for breach thereof shall survive Closing:

a. Purchaser's Representations.

To induce Seller to enter into this Agreement-2 and to sell the Property, Purchaser represents and warrants to Seller:

(i) Purchaser shall pay prior to Closing or arrange for payment after Closing of all claims, liabilities or expenses associated with its inspection, permitting and development of the Property, except as otherwise provided herein.

(ii) Purchaser has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same

have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

(iii) Neither the execution and delivery of this Agreement-2 nor the consummation of the transaction contemplated by this Agreement-2 will result (either immediately or after the passage of time and/or the giving of notice) in breach or default by Purchaser under any agreement or understanding to which Purchaser is a party or by which Purchaser may be bound or which would have an effect upon Purchaser's ability to fully perform its obligations under this Agreement-2.

(iv) That Purchaser has the right, power and authority to execute, deliver and perform this Agreement-2 without obtaining any consents or approvals from or the taking of any action with respect to, any third parties. This Agreement-2, when executed and delivered by Purchaser and Seller, will constitute the valid and binding Agreement-2 of Purchaser.

b. **Seller's Representations.**

To induce Purchaser to enter into this Agreement-2 and to purchase the Property, Seller represents and warrants to Purchaser:

(i) That Seller owns the entire fee simple marketable record title to the Property, and there are no tenancy, rental or other occupancy agreements affecting the Property;

(ii) That Seller has no actual knowledge regarding, and has received no written notice of, violations of any law, ordinance, order or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property; and that before the Closing, Seller shall promptly disclose to Purchaser any actual knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property;

(iii) That there are no (i) existing or pending improvement liens affecting the Property; (ii) existing, pending, or threatened lawsuits or appeals of prior lawsuits affecting the Property or Seller; (iii) existing, or pending, or condemnation proceedings affecting the Property;

(iv) That the Property will not be subjected to any homeowners' or property owners' associations by Seller, or its successors and assigns, prior to the Closing;

(v) That there are no other purchase and sale agreements, nor options or rights of first refusal in effect as of the Effective Date relating to the Property nor will any such interest be in effect as of the time of Closing;

(vi) That there are no judgments, encumbrances or liens against the Property or Seller that will remain unsatisfied at the time of Closing;

(vii) That to the best of Seller's knowledge and belief without independent investigation or inquiry, (i) Seller has not caused or permitted any Hazardous Substances (as defined herein) to be placed, held, located or disposed of on, under or at the Land (except in accordance with applicable law), (ii) the Land has never been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances, and (iii) there are no Hazardous Substances located on, under or upon the Land. "Hazardous Substances" means any hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state super lien or environmental clean-up statutes.

(viii) That, to the Seller's knowledge, there are no environmental mitigation areas on the Property and there are no environmental mitigation requirements for the Property;

(ix) During the term of this Agreement-2, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification, termination or alteration to existing easements, dedications, covenants, conditions, restrictions, or rights of way adversely affecting Purchaser's intended use for the Property, (ii) any new easements, covenants, dedications, conditions, restrictions, or rights of way affecting Purchaser's intended use for the Property, (iii) any zoning changes or other changes of governmental approvals affecting Property's Intended Use;

(x) That Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

(xi) That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

(xii) Seller has the right, power, and authority to execute, deliver, and perform this Agreement-2 without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement-2, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement-2 of Seller;

(xiii) That, at all times during the term of this Agreement-2 and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement-2 shall be true and correct;

(xiv) That no representation or warranty by Seller contained in this Agreement-2 and no statement delivered or information supplied to Purchaser pursuant to this Agreement-2 contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement-2 not misleading; and

(xv) Seller's representations and warranties herein shall survive Closing for a period of one (1) year.

Section 12. Remedies.

In the event of a breach by Purchaser of its obligations under this Agreement-2, Seller may terminate this Agreement-2 by written notice to Purchaser specifying the breach, and Purchaser shall have five (5) business days opportunity to cure the same (provided that no such cure period shall apply for a breach of the obligation to close by the Closing Date). If Purchaser shall fail to close for reasons not caused by Seller, the Deposit made by Purchaser shall be retained by Seller as agreed and liquidated damages for withholding the Property from the market and for expenses incurred and the parties shall thereupon be relieved of any further liability hereunder. In the event Seller shall fail to close for reasons not caused by Purchaser or due to Seller's inability to convey marketable title according to Section 9 hereof, Purchaser shall have the right to either (i) demand return of the Deposit paid hereunder, upon which return of Deposit the parties shall have no further liability hereunder, or, (ii) in the alternative, Purchaser shall have the right to seek specific performance, as Purchaser's sole remedy.

Section 13. Destruction, Damage or Taking Prior to Closing.

If, prior to Closing, the Property is destroyed, damaged or becomes subject to condemnation or eminent domain proceedings, the Purchaser shall have the option, which must be exercised within ten (10) days after its receipt of written notice from Seller advising of such destruction, damage or taking (which

Seller hereby agrees to give), to terminate this Agreement-2 or to proceed with the Closing, without reduction in the Purchase Price. If Purchaser elects to terminate this Agreement-2, the Deposit shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. If Purchaser elects to proceed with the Closing, Purchaser shall be entitled to the insurance proceeds or condemnation proceeds payable as a result of such damage, destruction or taking up to the amount of the Purchase Price and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser, at Closing, Seller's rights to such proceeds up to the amount of the Purchase Price, and Seller will not settle or adjust any insurance claims without Purchaser's prior consent. All insurance proceeds or condemnation proceeds in excess of the Purchase Price shall belong to and be retained by Seller.

Section 14. Real Estate Commission.

The parties each represent and warrant that there are no real estate agents or brokers or transactional brokers involved in this transaction other than (i) Three Lions Real Estate Group ("Seller's Broker"), who shall receive a commission fee at Closing as described in a separate written agreement between Seller's Broker and Seller, payable only by Seller. Each party agrees to indemnify and hold harmless the other from all claims or demands of any other real estate agent or broker or transactional broker claiming by, through or under said party. This indemnification shall also include payment of court costs and attorneys fees, including those incurred in appellate proceedings. This indemnification shall survive Closing and/or termination of this Agreement-2.

Section 15. Prohibition against Recording.

Neither this Agreement-2 nor any part hereof, shall be recorded among the Public Records of any County in the State of Florida.

Section 16. Confidentiality.

At all times before the Closing Date of the Property, Purchaser agrees to hold in strict confidence and not to disclose to any other party without the prior written consent of Seller, all information regarding the Property, as expressed in this Agreement-2, except as may be required by applicable law, including Florida's public records laws, or as otherwise contemplated in this Agreement-2, or to Purchaser's legal and financial advisors, lending institutions, and Purchaser's investors.

Section 17. Notices.

Any notice provided or permitted to be given under this Agreement-2 must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by e-mail or by express mail. Notice given in accordance herewith shall be effective upon receipt at the address of the party to be served. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to:

CDA TECHNICAL INSTITUTE, INC.
91 Trout River Drive
Jacksonville, Fl 32208
Attn: Lonnye R Black
Telephone: (904) 838-8284
E-Mail: captblack@cda.edu

If to Purchaser, to:

DDER Holdings, LLC
2700 Westhall Lane, Ste. 200

Maitland, FL 32751
Attn: Domingo Sanchez
Telephone: (407) 301-9017
E-mail address: ds@titanland.net

And also, to:

DDER Development, LLC
2700 Westhall Lane, Ste. 200
Maitland, FL 32751
Attn: Melanie Greenwood
Telephone: (404) 596-1276
E-mail address: mgreenwood@birdsonghousing.com

If to Escrow Agent, to:

Nelson Mullins Riley & Scarborough LLP, d/b/a
Nelson Mullins Broad and Cassel
215 S. Monroe St., Suite 400
Tallahassee, Florida 32301
Attn: Melissa Vansickle
Telephone: (850) 205-3307
Email: melissa.vansickle@nelsonmullins.com

Section 18. Assigns.

This Agreement-2 shall bind and insure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall have the right to assign all or any part of Purchaser's rights under this Agreement-2 without the prior written consent of Seller.

Section 19. Entire Agreement.

This Agreement-2, when signed by the parties, together with all exhibits, shall constitute the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements, representations or understandings, whether oral or written, between the parties and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

Section 20. Counterparts.

This Agreement-2 may be executed in multiple counterparts, all of which together shall constitute one agreement. A signature transmitted by e-mail or through use of an electronic signing platform such as DocuSign shall be deemed to be an original and shall be binding against the signing party.

Section 21. Time of Essence.

Time is of the essence with respect to every provision hereof. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays and legal holidays. If the final date of any period which is set out in any section of this Agreement-2 falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 22. Effective Date.

Whenever the term or phrase “effective date” or “date hereof” or other similar phrases describing the date this Agreement-2 becomes binding on Seller and Purchaser are used in this Agreement-2, such terms or phrases shall mean and refer to the date of execution by Purchaser or Seller, whichever is later.

Section 23. Time for Acceptance.

Delivery of this document to Purchaser shall not be deemed nor taken to be an offer to sell by Seller. Only when executed by Purchaser or Seller and delivered to the other party hereto shall this Agreement-2 constitute an offer to buy or sell the Property, as the case may be, on the terms herein set forth, acceptable by the party receiving such executed Agreement-2 within seven (7) business days after such receipt, by executing this Agreement-2 and delivering the original hereof to the Escrow Agent and an originally signed copy hereof to the other party hereto. Failure to accept in the manner and within the time specified shall constitute a rejection and termination of such offer. No acceptance shall be valid and binding upon Seller unless in writing and signed by an authorized officer of Seller.

Section 24. Attorneys’ Fees.

In the event either party deems it necessary to cause litigation to enforce, interpret or construe the terms of this Agreement-2, court costs and attorneys’ fees, including those incurred in appellate proceedings, shall be awarded to the prevailing party. In the event of enforcement of this Agreement-2, or any dispute as to interpretation or construction hereof, the laws of the State of Florida shall apply, and this Agreement-2 shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement-2 may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement-2. In the event of litigation, the parties hereby agree that venue for any legal action shall be in Duval County, Florida. **Purchaser and Seller mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Agreement-2. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for, Purchaser and Seller to enter into this Agreement-2.**

Section 25. Severability.

If any one or more of the provisions of this Agreement-2 shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 26. Headings.

The headings of the sections, paragraphs and subdivisions of this Agreement-2 are for convenience and reference only, and shall not limit or otherwise affect any of the terms hereof.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE ATTACHED HERETO**

EXECUTED as of the date and year written below:

SELLER:

CDA TECHNICAL INSTITUTE, INC., a Florida Profit Corporation

By:  Signed with Clio Sign
470570383

Name: Lonnye R Black

Title: President

Dated: 07/06/2023

PURCHASER:

DDER HOLDINGS, LLC, a Florida limited liability company

By: 

Deion R. Lowery, Manager

Dated: 7/5/23

ESCROW AGENT

We acknowledge receipt of the Initial Deposit in the amount of Seventeen Thousand Five Hundred And No/100 Dollars (\$17,500.00) and agree to be bound by the terms and conditions of this Agreement.

Nelson Mullins Riley & Scarborough LLP,
d/b/a Nelson Mullins Broad and Cassel

By: 

Melissa VanSickle

EXHIBIT A
LEGAL DESCRIPTION

PART OF LOTS 3 AND 4, WILLIAM F. KING'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 53 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PART OF MAIN STREET CONVEYED BY DEED RECORDED IN DEED BOOK 656, PAGE 78, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF MAIN STREET (A 100.00 FOOT RIGHT-OF-WAY) WITH THE NORTH LINE OF WEST 48th STREET (A 60.0 FOOT RIGHT-OF-WAY); THENCE NORTH 83° 55'20" WEST, 5.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 83°55'20" WEST, 325.00 FEET ALONG THE NORTH LINE OF SAID WEST 48th STREET; THENCE NORTH 05°15'50" EAST, 424.87 FEET, TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 12907, PAGE 480; THENCE SOUTH 84°46'30" EAST, 317.68 FEET, ALONG THE SOUTH LINE OF SAID LANDS TO THE WEST LINE OF SAID MAIN STREET; THENCE SOUTH 13°30'00" WEST, 38.38 FEET, ALONG THE WEST LINE OF SAID MAIN STREET, TO AN ANGLE POINT; THENCE CONTINUE ALONG THE WEST LINE OF SAID MAIN STREET, SOUTH 02°39'50" WEST, 387.19 FEET, THENCE SOUTH 49°22'15" WEST, 6.86 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED LANDS BEING THE SAME AS THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3915, PAGE 975 AND OFFICIAL RECORDS VOLUME 6252, PAGE 424, LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4969, PAGE 610 AND OFFICIAL RECORD BOOK 12907, PAGE 480.

LESS AND EXCEPT THAT PORTION CONVEYED TO AMERICA'S DONUTS, INC. IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 19231, Page 867, of the Public Records of Duval County, Florida.

Attachment

7

Exhibit "5"



Community Development Banking
101 East Kennedy Boulevard, 6th Floor
Tampa, Florida 33602
FL.1-400-06-09

Nicole Baldon
Senior Vice President
P 704-737-3023
nicole.baldon@bofa.com

July 20, 2023

Mr. Deion Lowery
Egret Landing, LLC
2700 Westhall Lane, Suite 200
Maitland, FL 32751

Re: Partnership/Applicant Entity/Beneficiary of the Equity Proceeds: Egret Landing, LLC
Development: Egret Landing
Location: 5804 and 5806 North Main Street, Jacksonville, FL

Dear Mr. Lowery:

Thank you for the opportunity to provide this letter of intent to make an equity investment in the applicant entity, Egret Landing, LLC, the beneficiary of the equity proceeds. Bank of America, N.A. intends to be the equity investor for the subject development, Egret Landing, a to-be-constructed 88-unit multi-family rental development applying for 4% housing credits. This letter of intent outlines certain terms and conditions that would be the basis of an Amended and Restated Operating Agreement to be entered into among the managing member and Bank of America, N.A. as investor member. This letter also confirms that as of the Request for Application (RFA) deadline the partnership has not closed.

Based on the information you provided to us, we have prepared this letter of intent under the following assumptions:

1. Anticipated Annual Housing Credit Allocation (Eligible Housing Credit Request Amount): \$1,356,656.
2. Anticipated Dollar Amount of Housing Credit Allocation to be Purchased: \$1,356,520 (99.99%) for a total sum of \$13,565,200.
3. Syndication Rate: The Syndication Rate is 95%, or \$0.95 per credit received by Investor.
4. Anticipated Total Amount of Equity to be Provided: \$12,886,940.
5. Total Amount of Equity Being Provided Prior to Completion of Construction: \$2,577,388 (which is 20% of total equity to be paid at construction closing).

Exhibit "5"

6. Commitment Expiration: Upon acceptance of this letter of intent, the expiration may be extended if mutually agreed upon by Investor and Partnership. The pricing of \$0.95 per credit to Investor shall be good for the initial term of this letter of intent, however, if extended, pricing will again be evaluated 60 to 90 days before closing. Pricing may increase or decrease and will reflect Investor's yield and shareholder requirements at that point in time. In addition, please note that this letter of intent is subject to acceptance of a Bank of America proposal for construction debt. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.

The terms of an equity commitment shall include the following:

- Project rents underwritten at a level no greater than 90% of market rents.
- Debt Service Coverage, inclusive of reserves, of 1.15: minimum.
- Vacancy/collection loss estimated at 7%, or greater if determined by an appraisal.
- Replacement Reserves of \$300 per unit per year.
- A Lien Free Completion and Development Deficit Guaranty.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expenses plus must pay debt service, for a term of 5 years following Conversion.
- A compliance period Tax Credit and Recapture Guaranty and Repurchase Agreement from the development entity and principals.
- Adjuster clauses for the delayed delivery or the reduction in credits.

I believe Bank of America's LIHTC equity and affordable housing debt products will provide you with the strength of Bank of America's franchise, as well as competitive pricing, and expedited underwriting and closing.

I look forward to working with you.

Bank of America, N.A.



By: _____

Name: Nicole Baldon

Title: Senior Vice President

Attachment 8

Exhibit "5"



July 24, 2023

Egret Landing, LLC
Deion R. Lowery, Authorized Principal Representative
2700 Westhall Lane, Suite 200
Maitland, FL 32751

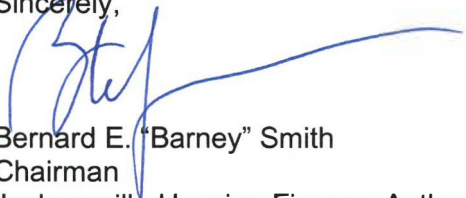
Re: Egret Landing
RFA 2023-205

Dear Mr. Lowery:

This letter is to confirm Egret Landing, LLC has submitted an application to the Jacksonville Housing Finance Authority for Tax-Exempt Bonds for Egret Landing in an aggregate principal amount not to exceed \$17,000,000. Closing on the Bonds has not occurred and will not occur prior to the Application Deadline of August 3, 2023, for RFA 2023-205 SAIL Financing of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bond Financing And Non-Competitive Housing Credits.

Should you have any questions, please feel free to contact me.

Sincerely,



Bernard E. "Barney" Smith
Chairman
Jacksonville Housing Finance Authority

Attachment 9

Exhibit "5"

**Not
Applicable**

Exhibit "5"

Attachment 10

Exhibit "5"

**Not
Applicable**

Exhibit "5"

Attachment

11

Exhibit "5"

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Egret Landing

Development Location: 5804 and 5806 North Main Street, Jacksonville
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)


The City/County of Jacksonville, commits \$ 104,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$75,889.92.

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

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.


Signature Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Print or Type Name
Under Authority Of:
Executive Order No: 2023-02

Karen Bowling
Print or Type Name
8/1/2023
Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

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

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.



OFFICE OF MAYOR DONNA DEEGAN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

PH: (904) 255-5000
FAX: (904) 255-5032
www.coj.net

EXECUTIVE ORDER NO. 2023-02

TO: Karen Bowling, Chief Administrative Officer

FROM: Donna Deegan, Mayor

SUBJECT: Delegation of Authority to Sign Documents on Behalf of the Mayor

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Section 1. Discussion. The Mayor is required by various laws and ordinances to sign a great many documents (the term “document” in this Executive Order includes applications, contracts, notices, real estate instruments, and other documents that must be recorded in the public records of Duval County and other formal and official papers) during the course of a day, a week, a month, or a year. In many cases, the final recommendation as to whether I should sign a document will have been made by you, as my Chief Administrative Officer, in which recommendation I shall concur before I sign the document. As Chief Administrative Officer, you are one of my direct links with the departments, agencies, and other entities both within and without the Consolidated Government, and you have my complete confidence as evidenced by my appointment of you to that position pursuant to authority contained in Section 6.07, Charter of the City of Jacksonville. Consequently and because of the tremendous paperwork burden in the Office of the Mayor, it is my intention in this Executive Order to authorize you to sign all documents which I am required to sign except, as expressly provided herein, specified classes of documents which many, by their very nature, must be personally signed by the Mayor. Notwithstanding anything in this Executive Order to the contrary, it is my intent that this authority shall be supplemental to, but shall not replace, any similar authority which may be given to other persons for the purposes stated herein.

Section 2. Delegation of Authority. Pursuant to the authority contained in Section 20.107, *Ordinance Code*, you, as an administrative aide to the Mayor appointed pursuant to authority of Section 6.07, Charter of the City of Jacksonville, and designated as my Chief Administrative

Exhibit "5"

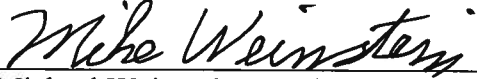
Officer, are hereby authorized to sign on behalf of the Mayor, in written, electronic, and digital signatures, and with no other approval of the Mayor being necessary, all documents requiring the Mayor's signature **except** for the classes of documents designated in paragraphs (a) through (f) below:

- (a) legislative measures which have passed the Council and which have been transmitted to the Mayor for approval or disapproval under Section 6.05, Charter of the City of Jacksonville;
- (b) messages returning legislative measures to the Council expressing my disapproval of them under Section 6.05, Charter of the City of Jacksonville;
- (c) the selection of persons in order of preference for negotiations under Section 126.304, *Ordinance Code*;
- (d) proclamations and Executive Orders;
- (e) documents which I have authorized other persons to sign on my behalf under another delegation of authority pursuant to Section 20.107, *Ordinance Code*; and
- (f) documents which are required by federal, state, or local law to be signed by the Mayor in his *personal and individual* capacity.

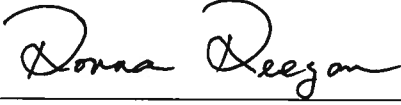
Section 3. Documents Which Must Be Recorded in the Public Records of Duval County. From time to time, it is necessary for me to sign certain real estate documents (including, but not limited to, deeds, easements, licenses, and leases), and other documents that must be recorded in the public records of Duval County (the "Recorded Documents"). The authority to sign documents contained in this Executive Order also relates to and specifically includes such Recorded Documents. The authority herein is neither prohibited nor limited by Sections 2 (e) or (f) of this Executive Order. The Corporation Secretary is directed to take appropriate steps to have this Executive Order recorded in the public records of Duval County as notice of this authority.

Section 4. Personal Authority; Reservation to Modify Authority. The authority contained in this Executive Order is personal to you as a mayoral aide and as my designated Chief Administrative Officer. Where necessary and required, you shall reference this Executive Order as your written authority to sign documents on behalf of the Mayor. The authority contained in this Executive Order is not exclusive and I reserve the right under Section 20.107, *Ordinance Code*, to confer such authority on others, revoke or reduce this authority at any time, or impose conditions in writing for the further exercise of this authority; *provided however*, any such revocation of the authority shall not be effective against *bona fide* purchasers without notice.

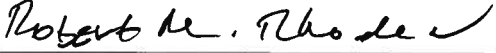
Approved as to conformity with
sound fiscal policy:


Michael Weinstein, Interim Director of Finance

Approved and Issued:


Donna Deegan, Mayor

Approved as to Form:


Robert M. Rhodes, Acting General Counsel

Approval Date: July 1, 2023

Effective Date: July 1, 2023

AMERICAS DONUTS INC
520 SHAW LAKE RD
PIERSON, FL 32180

Primary Site Address
5804 N MAIN ST
Jacksonville FL 32208

Official Record Book/Page
19231-00867

Tile #
6336

5804 N MAIN ST

Property Detail

RE #	031406-0000
Tax District	USD1
Property Use	2200 Restaurant Fast Food
# of Buildings	1
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	00473 KINGS S/D
Total Area	10321

Value Summary

Value Description	2022 Certified	2023 In Progress
Value Method	Income	Income
Total Building Value	\$0.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$48,495.00	\$48,495.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$139,100.00	\$142,700.00
Assessed Value	\$139,100.00	\$142,700.00
Cap Diff/Portability Amt	\$0.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$0.00	See below
Taxable Value	\$139,100.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. [Learn how the Property Appraiser's Office values property.](#)

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
19231-00867	5/19/2020	\$131,900.00	WD - Warranty Deed	Unqualified	Improved
17159-02226	5/1/2015	\$525,000.00	WD - Warranty Deed	Unqualified	Improved
06252-00424	12/29/1986	\$100.00	WD - Warranty Deed	Unqualified	Improved
03915-00972	4/1/1975	\$100.00	WD - Warranty Deed	Unqualified	Improved

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	PVAC1	Paving Asphalt	1	0	0	8,009.00	\$7,921.00
2	FCLC1	Fence Chain Link	1	0	0	15.00	\$79.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	CCG-1	0.00	0.00	Common	10,600.00	Square Footage	\$48,495.00

Legal

LN	Legal Description
1	39-1S-26E .24
2	KINGS S/D W OF MAIN ST PT OF
3	SIBBALD GRANT
4	PT LOT 4, STRIP E THEREOF RECD
5	O/R 19231-867

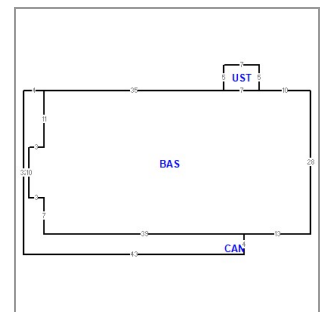
Buildings

Building 1
Building 1 Site Address
5804 N MAIN ST Unit
Jacksonville FL 32208

Building Type	2201 - REST FAST FOOD
Year Built	1954
Building Value	\$73,877.00

Type	Gross Area	Heated Area	Effective Area
Base Area	1486	1486	1486
Canopy	254	0	64
Unfinished Storage	35	0	14
Total	1775	1486	1564

Element	Code	Detail
Exterior Wall	20	20 Face Brick
Roof Struct	9	9 Rigid Fr/Bar J
Roofing Cover	4	4 Built Up/T&G
Interior Wall	4	4 Plywood panel
Interior Wall	5	5 Drywall
Int Flooring	3	3 Concrete Fin
Int Flooring	15	15 Quar/Hrd Tile
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central
Ceiling Wall Finish	5	5 S Ceil Wall Fin
Comm Htg & AC	1	1 Not Zoned
Comm Frame	3	3 C-Masonry



Element	Code	Detail
---------	------	--------

Stories	1.000	
Restrooms	1.000	
Baths	6.000	
Rooms / Units	3.000	
Avg Story Height	12.000	

2023 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B&B	\$142,700.00	\$0.00	\$142,700.00	\$1,574.18	\$1,614.92	\$1,476.30
Urban Service Dist1	\$142,700.00	\$0.00	\$142,700.00	\$0.00	\$0.00	\$0.00
Public Schools: By State Law	\$142,700.00	\$0.00	\$142,700.00	\$450.13	\$454.21	\$418.71
By Local Board	\$142,700.00	\$0.00	\$142,700.00	\$312.70	\$320.79	\$290.88
FL Inland Navigation Dist.	\$142,700.00	\$0.00	\$142,700.00	\$4.45	\$4.11	\$4.11
Water Mgmt Dist. SJRWMD	\$142,700.00	\$0.00	\$142,700.00	\$27.46	\$25.59	\$25.59
School Board Voted	\$142,700.00	\$0.00	\$142,700.00	\$0.00	\$142.70	\$0.00
Urb Ser Dist1 Voted	\$142,700.00	\$0.00	\$142,700.00	\$0.00	\$0.00	\$0.00
			Totals	\$2,368.92	\$2,562.32	\$2,215.59

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	\$139,100.00	\$139,100.00	\$0.00	\$139,100.00
Current Year	\$142,700.00	\$142,700.00	\$0.00	\$142,700.00

2023 TRIM Property Record Card (PRC)

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2022

2021

2020

2019

2018

2017

2016


2015

2014

- To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: 

More Information

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)

CDA TECHNICAL INSTITUTE INC 
 91 TROUT RIVER DR
 JACKSONVILLE, FL 32208

Primary Site Address
 5806 N MAIN ST
 Jacksonville FL 32208

Official Record Book/Page
 17159-02226

Tile #
 6336

5806 N MAIN ST

Property Detail

RE #	031405-0000
Tax District	USD1
Property Use	2891 Parking Lot
# of Buildings	2
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	00473 KINGS S/D
Total Area	126606

Value Summary

Value Description	2022 Certified	2023 In Progress
Value Method	CAMA	CAMA
Total Building Value	\$46,986.00	\$53,037.00
Extra Feature Value	\$53,538.00	\$43,969.00
Land Value (Market)	\$376,359.00	\$376,359.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$476,883.00	\$473,365.00
Assessed Value	\$476,883.00	\$473,365.00
Cap Diff/Portability Amt	\$0.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$476,883.00	See below
Taxable Value	\$0.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification [Learn how the Property Appraiser's Office values property.](#)

Taxable Values and Exemptions – In Progress 

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value
 No applicable exemptions

SJRWMD/FIND Taxable Value
 No applicable exemptions

School Taxable Value
 No applicable exemptions

Sales History 

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
17159-02226	5/1/2015	\$525,000.00	WD - Warranty Deed	Unqualified	Improved
06252-00424	12/29/1986	\$100.00	WD - Warranty Deed	Unqualified	Improved
03915-00975	4/1/1975	\$100.00	WD - Warranty Deed	Unqualified	Improved

Extra Features 

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	PVAC1	Paving Asphalt	0	0	0	93,831.00	\$0.00
1	FCLC1	Fence Chain Link	1	0	0	1,620.00	\$43,969.00
2	PVCC1	Paving Concrete	0	0	0	31,622.00	\$0.00
3	LPMC1	Light Pole Metal	0	0	0	3.00	\$0.00
4	LITC1	Lighting Fixtures	0	0	0	6.00	\$0.00

Land & Legal 

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	CCG-1	0.00	0.00	Common	125,453.00	Square Footage	\$376,359.00

Legal

LN	Legal Description
1	2-53 39-1S-26E 2.88
2	KINGS S/D W OF MAIN ST PT OF
3	SIBBALD GRANT
4	PT LOTS 3,4, STRIP EAST THEREOF
5	RECD O/R 17159-2226 (EX PT
6	RECD O/R 3915-972)

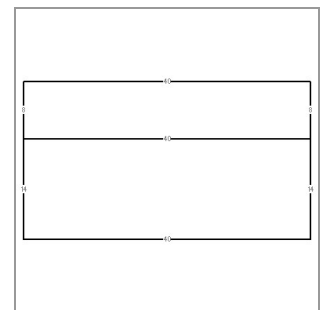
Buildings 

Building 1
 Building 1 Site Address
 5806 N MAIN ST Unit
 Jacksonville FL 32208

Building Type	1709 - RELOCATABLE BUILDING
Year Built	2020
Building Value	\$28,042.00

Type	Gross Area	Heated Area	Effective Area
Canopy	560	0	140
Base Area	320	320	320
Total	880	320	460

Element	Code	Detail
Exterior Wall	25	25 Modular Metal
Roof Struct	1	1 Flat
Roofing Cover	1	1 Minimum Metal
Interior Wall	7	7 None
Int Flooring	2	2 Min / Plywood
Heating Fuel	1	1 None
Heating Type	1	1 None
Air Cond	1	1 None
Comm Htg & AC	0	0 None
Comm Frame	5	5 S-Steel



Element	Code	Detail
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Stories	1.000	
Restrooms	0.000	
Baths	0.000	
Rooms / Units	1.000	
Avg Story Height	10.000	

2023 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B&B	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$5,357.02	\$4,897.20
Urban Service Dist1	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$0.00	\$0.00
Public Schools: By State Law	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$1,506.72	\$1,388.95
By Local Board	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$1,064.12	\$964.91
FL Inland Navigation Dist.	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$13.63	\$13.63
Water Mgmt Dist. SJRWMD	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$84.87	\$84.87
School Board Voted	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$473.37	\$0.00
Urb Ser Dist1 Voted	\$473,365.00	\$0.00	\$473,365.00	\$0.00	\$0.00	\$0.00
			Totals	\$0.00	\$8,499.73	\$7,349.56

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	\$476,883.00	\$476,883.00	\$476,883.00	\$0.00
Current Year	\$473,365.00	\$473,365.00	\$0.00	\$473,365.00

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More Information

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)

[← search](#) | [← results](#) | [Details](#) ×

Address: 5806 MAIN ST N

Unit: N/A

City: JACKSONVILLE

Zipcode: 32208

Street Code: 59075

MCC Zones: BRENTWOOD

Flood Zone: ZONE X

Council District: 10

Planning District: 5

Ash Site: N/A

JSO Subsector: C-5

[Export To Excel](#)

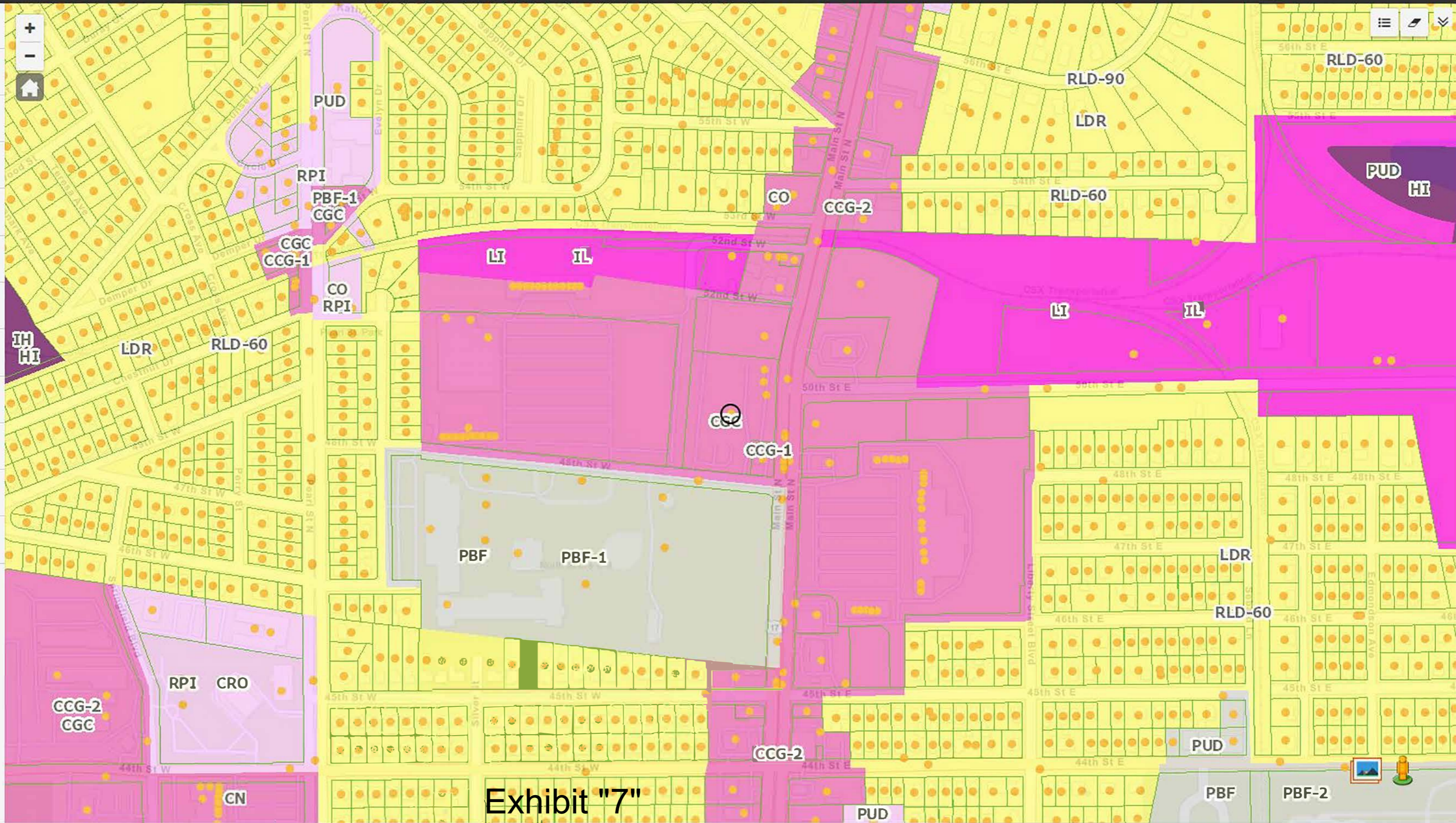


Exhibit "7"

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion. The effective date of this Exhibit A is 07/21/2023.

Section 4.A.1. Review of Attachments

Provide all attachments as required pursuant to the RFA. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

Section 4.A.2 Demographic Commitment

Demographic Commitment: Elderly Non-ALF

Veteran Preference in Elderly Developments in Medium and Large Counties

Does the Application commit to offer a preference to Veterans on occupancy applications and waitlists throughout the Compliance Period with a goal of at least five percent of the units in the Development being occupied by one or more Veterans?

Yes

Section 4.A.3 Applicant, Developer, Management Company and Contact Person

a. Applicant

(1) (a) Name of Applicant: Morris Manor II, LLLP

(b) Does the Applicant qualify as a Self-Sourced Applicant? No

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 1**.

(3) Non-Profit Applicant Qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C.?

Yes

If "Yes", provide the required information for the Non-Profit entity as **Attachment 2**.

b. Developer Information

(1) Name of each Developer (including all co-Developers, one per line)

SHAG Morris Manor II Developer, LLC

(2) For each Developer entity listed in question (1) above (that is not a natural person, Local Government, or Public Housing Authority), provide, as **Attachment 3**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) Developer Experience (5 points)

(a) Required Developer Experience

At least one Developer entity named in (1) above must meet the Developer experience outlined in Section Four of the RFA.

Name of the natural person Principal with the required experience: Darren Smith

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Name of Developer entity (for the proposed Development) for which the above individual is a Principal: SHAG Morris Manor II Developer, LLC

(i) First development that meets the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:

Name of Development:	<u>Pineda Village</u>	
Location (city and state):	<u>Cocoa, FL</u>	
Total Number of Units:	<u>144</u>	<i>The indicated units meet the minimum RFA requirement of 47 units (50% x 94). The minimum number of 1 development to have at least 47 units is met.</i>
Year Completed: (can be no earlier than 2003)	<u>2020</u>	<i>The year meets the date requirement for the MF rental housing experience. The minimum MF rental housing experience of 1 development is met.</i>
All required data fields have entries. The minimum number of 1 development to be listed is met.		

(b) Developer Experience with Corporation funded Developments (5 points)

To receive five points, the Developer Experience with Corporation funded Developments criteria outlined in Section Four A.3.b.(3)(b)(i) of the RFA must be met.

c. Principals Disclosure for the Applicant and for each Developer (5 points)

(1) Eligibility Requirements

The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form") must be uploaded with the Application, as outlined in Section Three of the RFA, and meet the requirements of Section Four of the RFA.

(2) Advance Review of Principals Disclosure Form (5 points)

Applicants will receive 5 points if the uploaded Principal Disclosure Form is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

(3) Priority Designation of Applications

Indicate whether this Application is designated as Priority 1 or Priority 2. If no selection is made, the Application will be considered a Priority 2 Application.

Priority 1

d. Management Company

(1) Contact Information

First Name:	<u>Charee</u>	Middle Initial:	
Last Name:	<u>Russell</u>		
Name of Management Company:	<u>SPM, LLC</u>		
Street Address:	<u>913 South Parsons Avenue, Suite A</u>		
City:	<u>Brandon</u>		
State:	<u>FL</u>		
Zip Code:	<u>33511</u>		
Telephone (xxx)xxx-xxxx:	<u>(205) 639-5192</u>	Telephone Extension:	
Email Address:	<u>Charee.Russell@spm.net</u>		

(2) The Management Company named in (1) above must meet the experience outlined in Section Four of the RFA.

Name of the Management Company or a Principal of the Management Company with the required experience: SPM, LLC

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

(a) First completed affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA

Name of Development:	Campus Towers Apartments	
Location (city and state):	Jacksonville, FL	
Currently Managing or Formerly Managed?	Currently Managing	
Total Number of Units:	192	The indicated units meet the minimum requirement (50% x 94 = 47). The minimum of 1 development with at least 47 units is met.
Length of Time (number of years):	7	The # of years indicated meets the minimum RFA requirement. The minimum of 2 developments with at least 2 years of management experience each is met.
All required data fields have entries. The minimum number of 2 developments to be listed is met.		

(b) Second completed affordable rental housing development that meets the management experience requirement outlined in Section Four of the RFA

Name of Development:	Morris Manor	
Location (city and state):	Jacksonville, FL	
Currently Managing or Formerly Managed?	Currently Managing	
Total Number of Units:	168	The indicated units meet the minimum requirement (50% x 94 = 47). The minimum of 1 development with at least 47 units is met.
Length of Time (number of years):	4	The # of years indicated meets the minimum RFA requirement. The minimum of 2 developments with at least 2 years of management experience each is met.
All required data fields have entries. The minimum number of 2 developments to be listed is met.		

e. Contact Person

(1) Authorized Principal Representative contact information (required)

First Name:	Darren	Middle Initial:	J
Last Name:	Smith		
Organization:	SHAG Morris Manor II, LLC		
Street Address:	1100 NW 4th Ave		
City:	Delray Beach		
State:	FL		
Zip Code:	33444		
Telephone (xxx)xxx-xxxx:	(561) 859-8520	Telephone Extension:	
Email Address:	dsmith@smithhenzy.com		

This area intentionally left blank.

(2) Operational Contact Person Information (optional)

First Name:	Michael	Middle Initial:	
Last Name:	Henzy		
Organization:	Smith & Henzy Affordable Group, Inc		
Street Address:	198 NE 6th Avenue		
City:	Delray Beach		
State:	FL		
Zip Code:	33483		
Telephone (xxx)xxx-xxxx:	(631) 357-2411	Telephone Extension:	

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

Email Address: mhenzy@smithhenzy.com

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

a. Name of the proposed Development: Morris Manor Phase II

b. Development Category

(1) Select the Development Category: New Construction

(2) The Development Category requirements are outlined in Section Four.

If applicable, indicate the Development Subcategory: Not Applicable

This area intentionally left blank.

Does the Unit Characteristics Chart below demonstrate that at least 100 percent of the total units consist of new construction? Yes

This area intentionally left blank.

This area intentionally left blank.

Does the proposed Development's criteria qualify it for the Development Category and Development Subcategory selected above? Yes

This area intentionally left blank.

(3) Rental Assistance (RA) Level

(a) Development Category Qualification Letter

If applicable, provide the Development Category Qualification Letter provided as **Attachment 4** and using the criteria described in Section Four.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

(b) Calculating the RA Level

Using the information provided in the Development Category Qualification Letter, complete the following information which will be used by the Corporation to calculate the Rental Assistance (RA Level):

State the Year Built:

	Units that currently have, are receiving, or (if none) originally received PBRA	Units that will receive PBRA, ACC, and/or other federal RA
PBRA Units		
ACC Units		
Units from another form of federal long-term RA*		
Identify other federal RA*		<select one>
Total Number of RA Units	0	0
Total Percent of RA Units	0.000%	0.000%

**Effective only for New Construction and Rehabilitation (with or without Acquisition) Development Categories*

This Application qualifies for RA Level 6.

c. Characteristics of Development

(1) Select the Development Type: *(Your selection for Development Type is confirmed by the Unit Characteristics table below)*

Based on the input in the Unit Characteristics Table below, there is 1 predominant unit type and it is New Construction Mid-Rise ESS Construction.

(2) Enhanced Structural Systems ("ESS") Construction Qualifications are outlined in Section Four, A.4.c.(2) of RFA.

d. Unit Characteristic Chart

Complete the chart below reflecting the number of units for each of the Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Total Development Cost Per Unit Limitation calculation and the Leveraging Calculation. The last row of the far right column is the Leveraging Factor.

Unit Characteristics			Enter the applicable number of units	Leveraging Classification Development Type Multipliers
New Construction	Garden	ESS Construction		0.8004
	Garden	Non-ESS Construction		0.9200
	Mid-Rise	ESS Construction	94	0.7395
	Mid-Rise	Non-ESS Construction		0.8500
	High-Rise	ESS Construction		0.7134
	Other Dev Type*	ESS Construction		0.8700
	Other Dev Type*	Non-ESS Construction		1.0000
Rehab	Garden	ESS Construction		1.0000
	Garden	Non-ESS Construction		1.0000
	Mid-Rise, High-Rise	ESS Construction		1.0000
	Mid-Rise, High-Rise	Non-ESS Construction		1.0000
	Other Dev Type*	ESS Construction		1.0000

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.4
General Proposed Development Information**

	Other Dev Type*	Non-ESS Construction		1.0000
		Total Units:	94	0.7395**

The number of units calculated here matches the 94 units in stated at 6.a.

* Other Dev(elopment) Type means any Development Type that is not specifically identified in the chart but could be selected in drop-down menu in A.4.A.c.

** Not all decimal places of the actual number for the overall Leveraging Classification Development Type Multiplier may be displaying. Nonetheless, the full actual number will be used to calculate the Applicant's overall Corporation's funding amount in the 'Funding' tab. The final Leveraging Multiplier is calculated by summing together the products of multiplying the number of units for each applicable Development Type by their Leveraging Classification Development Type Multiplier and dividing the results by the amount of Total Units.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.5
Location of Proposed Development**

a. County: Duval County Size: Large

(1) If Monroe County, is the proposed Development located in the North Florida Keys Area or the South Florida Keys Area for TDC PU Limitation purposes, to be scored in Credit Underwriting and Final Cost Cert.? <select one>

b. Address of Development Site
Street Address or closest designated intersection:

Norfolk Blvd., northwest of the intersection of Norfolk Blvd., and Soutel Dr., Jacksonville

City of Development Site*: Jacksonville

**If the proposed Development is located in the unincorporated area of a county, provide that information.*

c. State whether the Development consists of Scattered Sites

(1) Does the proposed Development consist of Scattered Sites? No

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place: 30.404254

Longitude in decimal degrees, rounded to at least the sixth decimal place: -81.721463

(2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

[Redacted area]

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.5
Proximity, Mandatory Distance, and RECAP**

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 5**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 9**.

Points awarded for Proximity Point Boost*
0.0

**Subject to verification of other RFA requirements*

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

(a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

No

(The proposed Development's Demographic Commitment is Elderly Non-ALF, which qualifies to select this option for 2 transit points.)

Points awarded for Transit Type
0.0

(b) Other Transit Services

Service	Latitude Coordinates	Longitude Coordinates	Distance*	Points awarded for Transit Type
Public Bus Stop 1	30.402721	-81.721482	0.11	4
Public Bus Stop 2	30.403099	-81.721405	0.08	
Public Bus Stop 3				
Public Bus Transfer Stop				
Public Bus Rapid Transit Stop				
Public Rail Station				

This area intentionally left blank.

(3) Community Services

Up to three Community Services may be selected, for a maximum 4 points for each service.

Service	Service Name	Service Address	Distance*	Points awarded for Community Services
Grocery Store				
Medical Facility	Overflow Health Alliance Inc.	5045 Soutel Drive #12, Jacksonville, FL 32208	0.51	3.0

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

Pharmacy	All People's Pharmacy	4750 Soutel Drive, Jacksonville, FL 32208	0.13	4.0
Public School	Rutledge H Pearson Elementary School	4346 Roanoke Blvd, Jacksonville, FL 32208	0.53	3.5

*Rounded up to the nearest hundredth of a mile. Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

Yes

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

No

If "Yes", these properties will be disregarded for purposes of the Mandatory Distance Requirement. Identify the specific Development(s) to disregard by selecting it (them) from the dropdown menu(s) below. Use the Addendum if more properties are needed to be identified.

<select one>
 <select one>
 <select one>
 <select one>
 <select one>

8. Limited Development Areas (LDA)

Is the proposed Development located in a Limited Development Area (LDA)?

No

Transit Service Points calculated based on the information entered above:

4

Community Service Points calculated based on the information entered above:

10.5

PHA or RD Proximity Boost points achieved?

0

Total Proximity Points calculated based on information entered above:

14.5

Using the information entered above, does the Application meet the minimum Transit Point Requirement?

Yes

Using the information entered above, does the Application meet the minimum Proximity Point Requirement?

Yes

Using the information entered above, does the Application meet the Proximity Funding Preference?

Yes

Total Proximity Points calculated based on information entered above, without the benefit of either a PHA or RD Boost:

14.5

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.6
Number of Units and Buildings**

a. Enter the total number of units in the proposed Development upon completion: 94

Minimum number of units of 30 is met. Maximum number of units of 160 is met.

b. If the Development Category committed to is Rehabilitation, with or without Acquisition, indicate which of the following applies to the Development site as of Application Deadline:

<select one>

c. Set-Aside Commitments

(1) Select one of the following minimum set-aside commitments:

40% of units at 60% of Area Median Income (AMI) or lower

(2) Total Set-Aside Breakdown Chart

(a) Applicants committing to the minimum IRS set-aside commitment of 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart for HC Set-Aside Commitments.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	Housing Credit Units
0		28%	
0		30%	
0		33%	
0		35%	
10	10%	40%	
0		45%	
0		50%	
84	90%	60%	
0	0%	Above 60%	Market Rate Housing Units
94	100%		Total Qualifying HC Units
94	100%		Total Units

The total number of units calculated here matches the total number of units stated at 6.a. All of the units have been entered in the IRS Minimum HC Set-Aside Chart. With a HC commitment of 100%, the minimum IRS Set-Aside commitment of 40% is met. The minimum IRS Safe-Harbor Set-Aside commitment for Non-Profit Applicants of 80% is met. The minimum FHFC RFA overall set-aside commitment of 80% is met with the HC set-aside commitment. The minimum FHFC ELI commitment of 10% is met with an ELI commitment of 10%.

(b) Applicants committing to the IRS Average Income Test must complete this chart for Housing Credit and SAIL Set-Aside Commitments. The minimum ELI Set-Aside Commitment is 15% of Total Units, or 15 units at 30% AMI or less.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
	0.000%	20%	

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

	0.000%	30%	AIT Housing Credit Units
	0.000%	40%	
	0.000%	50%	
	0.000%	60%	
	0.000%	70%	AIT Housing Credit Units
	0.000%	80%	
0	0.000%	Above 80%	Market Rate Housing Units
0	0.000%		Total Qualifying HC Units
0	0.000%		Total Units
		0.000%	Average AMI of the Qualifying Units

This area intentionally left blank.

Note: If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

(c) Applicants requesting MMRB Funding along with Housing Credits will have the following MMRB Set-Aside Commitment:

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
		25%	MMRB Units
		28%	
		30%	
		33%	
		35%	
		40%	
		45%	
		50%	
38	40%	60%	
56	60%		Market Rate Units
38	40%		Total MMRB Units
94	100%		Total Units

(d) Applicants requesting SAIL Funding along with Housing Credits that are not committing to the Average Income Test must complete the following SAIL Set-Aside Commitment chart.

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
0		25%	

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

0		28%	SAIL Units
0		30%	
0		33%	
0		35%	
10	10%	40%	
0		45%	
0		50%	
84	90%	60%	
0	0%		Market Rate Units
94	100%		Total SAIL Units
94	100%		Total Units

The total number of units calculated here matches the total number of units stated at 6.a. The following statements are evaluating the units entered in rows with AMIs of 60% or less, which totals 100%. All of the units have been entered in the SAIL Set-Aside Chart. The minimum SAIL Set-Aside commitment of 80% is met with a Set-Aside commitment of 100%. The maximum SAIL commitment of 100% is met. The 0% minimum SAIL ELI commitment (at 40% AMI or less) for a Non-Self-Sourced Development is met with an ELI commitment of 10%.

d. Unit Mix Chart

Complete the chart below:

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom/Bathroom Type	Prorata ELI Distribution
0 Bedroom/1 bathroom		0
1 Bedroom/1 bathroom	94	10
2 Bedrooms/1 bathroom		0
2 Bedrooms/1.5 bathrooms		
2 Bedrooms/2 bathrooms		
3 Bedrooms/1 bathroom		0
3 Bedrooms/1.5 bathrooms		
3 Bedrooms/2 bathrooms		
3 Bedrooms/2.5 bathrooms		
3 Bedrooms/3 bathrooms		0
4 Bedrooms/1 bathroom		
4 Bedrooms/1.5 bathrooms		
4 Bedrooms/2 bathrooms		
4 Bedrooms/2.5 bathrooms		
4 Bedrooms/3 bathrooms		
4 Bedrooms/3.5 bathrooms		
4 Bedrooms/4 bathrooms		
Totals	94	10

The total number of units calculated in the Unit Mix Chart matches the total number of units of 94 stated at 6.a. above.

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

**Section 4.A.7
Readiness to Proceed**

a. Site Control

The site control documentation must be provided as **Attachment 6** to demonstrate site control as of Application
Deadline .

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.8
Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. **Green Building Features**

- (1) Green Building feature requirements for all Developments are outlined in Section Four.
- (2) Select one of the following Green Building Certification programs described in Section Four.

[ICC 700 National Green building Standard \(NGBS\)](#)

- (3) Proposed Developments with the Development Category Rehabilitation, with or without Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four. To make a selection, click on the appropriate box in column C.
- | | | |
|--------------------------|---|----------|
| <input type="checkbox"/> | Programmable thermostat in each unit | 2 Points |
| <input type="checkbox"/> | Humidistat in each unit | 2 Points |
| <input type="checkbox"/> | Water Sense certified dual flush toilets in all bathrooms | 2 Points |
| <input type="checkbox"/> | Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect | 2 Points |
| <input type="checkbox"/> | Energy Star certified roof coating* | 2 Points |
| <input type="checkbox"/> | Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) | 3 Points |
| <input type="checkbox"/> | Eco-friendly cabinets - formaldehyde free and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification | 3 Points |
| <input type="checkbox"/> | Eco-friendly flooring - Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum | 3 Points |
| <input type="checkbox"/> | High Efficiency HVAC with SEER of at least 16** | 2 Points |
| <input type="checkbox"/> | Energy efficient windows in each unit as provided below | 3 Points |
| | o For all Development Types except Mid-Rise and High-Rise: Energy Star rating for all windows in each unit; | |
| | o For Development Type of Mid-Rise and High-Rise: | |
| | ▪ U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and | |
| | ▪ U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens) | |
| <input type="checkbox"/> | FL Yards and Neighborhoods certification on all landscaping | 2 Points |
| <input type="checkbox"/> | Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings | 2 Points |

Total Points selected in Item d.(3) above 0 Points

* The Applicant may choose only one option related to Energy Star certified roofing.
 ** Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.9
Resident Programs**

a. Commit to provide at least three of the following resident programs:

- After School Program for Children
- Adult Literacy
- Employment Assistance Program
- Family Support Coordinator
- Financial Management Program
- Homeownership Opportunity Program

The above programs are not applicable to the selected Demographic Commitment

b. **Developments serving the Elderly (ALF or Non-ALF) Demographic:**

- (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
- (2) Additional required Resident Programs for all Applicants who select the Elderly ALF Demographic Commitment are outlined in Section Four.
- (3) Applicants that select the Elderly (ALF or Non-ALF) Demographic must commit to at least three of the following resident programs, in addition to the required resident programs stated in Section Four:

- Adult Literacy
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

a. Corporation Funding

(1) State Apartment Incentive Loan Program (SAIL)

SAIL Request Amount Limits:

Per Development - Large Counties	\$11,000,000	
Per Development - Medium Counties	NA	
Per Development - Small Counties	NA	
Per Development - Rehabilitation	NA	(with or without Acquisition)
Per Development - Minimum for Miami-Dade County	NA	
Per Unit - New Construction	\$95,000	(\$8,930,000 Per Development)
Per Unit - Substantial Rehabilitation	NA	

The Per Development request limit based on the above Per Unit Request Limit is calculated by taking the 94 NC units multiplied by \$95,000 PU for a total of \$8,930,000.

Per Unit - Self-Sourced Applicants	NA
------------------------------------	----

**NA

Per Unit - Non-Self-Sourced Applicants	\$95,000	(\$8,930,000 Per Development)
--	----------	-------------------------------

The Per Development request limit based on the \$95,000 PU Limit is calculated by taking 94 total units multiplied by \$95,000 PU for a total of \$8,930,000.FALSE

Percentage of Total Development Costs (35%)	\$11,116,360	(% based on 10% ELI Set-Asides)
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Lesser of Maximum Request Amount Per Development, or
Maximum Request Amount via Per Unit Limit: \$8,930,000

(a) Applicant's SAIL Request Amount: \$8,930,000

Applicant's Eligible SAIL Request Amount: \$8,930,000

ELI Request Amount Limits:

Per Development	\$750,000
Per Unit (from the 'Units, Set-Asides, Buildings' tab)	\$635,000

Lesser of Maximum Request Amount Per Development, or
Maximum Request Amount via Per Unit Limit: \$635,000

(b) Applicant's ELI Loan Request Amount: \$635,000

Applicant's Eligible ELI Request Amount: \$635,000

(2) If Self-Sourced, does the Applicant commit to optional 22% Units? <select from menu>

(3) Housing Credit Request Amount

(a) Non-Competitive Housing Credit Request Amount (annual amount): \$1,558,685

(b) Is the proposed Development the first phase of a multiphase Development?
No

(c) Basis Boost Qualifications:

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

- (i) If the Applicant is utilizing Non-Corporation-issued Tax-Exempt Bonds as provided in the RFA, indicate which calendar year the complete bond application was submitted to the bond-issuing agency:

2023

(This information is to understand the boost status at this time with the acknowledgement the boost status could change after this application.)

- (ii) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the HUD basis boost?

No

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared:

- (iii) Are any buildings in the proposed Development located in a HUD-designated SADDA for Duval County?

No

If "Yes", provide the SADDA ZCTA Number(s)* for Duval County:

(The Applicant should enter multiple SADDA ZCTA Numbers individually, one per row)

- (iv) Is the proposed Development located in a HUD-designated non-metropolitan DDA?

No

If "Yes", provide the non-metropolitan DDA county name:

- (v) Is the proposed Development located in a HUD-Designated QCT for Duval County?

Yes Data entries confirm eligibility

If "Yes", indicate if it is a Metro or Non-Metro QCT:

Metro

If "Yes", indicate the HUD-designated QCT census tract number* for Duval County:

108

The QCT is in the Duval County HUD 2023 Metro QCT database.

*The Applicant should enter only the tract code, please exclude the corresponding state and county codes.

- (d) The Housing Credit equity proposal must be provided as **Attachment 7**.

- (4) Corporation-Issued MMRB Loan Request Amount (if applicable):

If the Applicant intends to utilize County HFA-issued Tax-Exempt Bonds for the proposed Development, provide the required documentation as **Attachment 8**.

- (6) Other Corporation Funding

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

Corporation File No:
 Amount of Funding:

b. Non-Corporation Funding

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

(1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 9** to Exhibit A.

- RD 515
- RD 538

(2) Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 10**.

Demonstration of permanent source(s) of financing from Self-Sourced Applicants - Possible points Awarded

Did the Applicant indicate it was a Self-Sourced Application at Section 4.A.3.a.(1)(b)? _____ No _____

Additional points for Self-Sourced Applicants contributing a higher percentage of self-sourced financing than the minimum:

- Since the Applicant did not indicate it was a Self-Sourced Application, there are no additional points available to be awarded.

How many additional points are indicated to be earned with this response? _____ NA _____

c. Development Cost Pro Forma

To meet the submission requirements, complete the attached Development Cost Pro Forma tab.

d. Principal of the Applicant is a Public Housing Authority and/or an instrumentality of a Public Housing Authority

(1) Has the Applicant entered into a land lease with a Public Housing Authority on property where the proposed Development is to be located or the Applicant provided an Option to Enter into a Ground Lease Agreement on property where the proposed Development is to be located; AND the property has an existing Declaration of Trust between the Public Housing Authority and HUD?

No

(2) Is the Applicant associated with a Public Housing Authority and/or an instrumentality of a Public Housing Authority in the ownership structure?

No

If a Public Housing Authority has one of the above-described relationships with the Applicant, state the name of the Public Housing Authority.

(3) Does the Application meet the HUD Choice Neighborhoods Implementation Grant Goal?

No

e. Leveraging Classification

The Leveraging Classification process must first determine the Applicant's total Corporation funding per set-aside unit and includes the following steps:

(1)	The applicable Eligible SAIL Request Amount	\$8,930,000
	Does the proposed Development indicate it qualifies for a Housing Credit basis boost?	Yes
	If the proposed Development qualifies for a Housing Credit basis boost, multiply by 1.15	\$10,269,500
(2)	Corp. Funding Sources leveraging subtotal, incl. of applicable HC basis boost multipliers	\$10,269,500

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Funding**

(3)	Does the proposed Development indicate it is located in Broward County?	No
	If the proposed Development is located in Broward County, multiply by 0.88	\$10,269,500
(4)	Does the Application qualify for the PHA Leveraging Multiplier?	No
	If no, multiply by 1.00	\$10,269,500
(5)	What is the overall Development Type Leveraging Multiplier derived from the bottom row of the 'Unit Characteristics' table from Section 4.A.4.d. (Breakdown of Number of Units) in the Proposed Development Info tab?	0.73950
	What is the Applicant's total Corporation's funding?	\$7,594,295
	What is the Applicant's total Corporation's funding per Set-Aside Unit (94 SAUs)?	\$80,790.38

f. Florida Job Creation Funding Preference

In order to earn the Florida Job Creation Funding Preference, the Applicant will need to earn a Florida Job Creation score equal to or greater than 15.50, which represents the number of Florida jobs per \$1,000,000 of SAIL funding. The number of NC and A/R units are taken from the Unit Characteristic Chart at Section 4.A.4.d. in the 'Proposed Development Info' tab.

The proposed Development has the following calculation for the Florida Job Creation score in accordance with the RFA:

$$(94 \text{ NC MF Units} \times 2.944) \times 1,000,000 / (\$8,930,000 \text{ SAIL}) = \text{Florida Job Creation Score of } 30.99.$$

A Florida Job Creation score of 30.99 earns the Florida Job Creation Funding Preference.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.10
Development Cost Pro Forma**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 1 of 8)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) Because Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program.
 - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
 - (4) For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (a) 5% of hard and soft costs for the Development Category of New Construction; or (b) 15% of hard costs and 5% of soft costs for Development Categories of Rehabilitation, with or without Acquisition, as further described in Rule Chapter 67-48, F.A.C., or this RFA.
 - (5) An Operating Deficit Reserves (ODR) can be included in C. DEVELOPMENT COST, but cannot be used in determining the maximum Developer fee. Applicants may include an ODR amount that does not exceed \$3,500 per unit on the Development Cost Pro Forma as part of the Application process. An ODR required by an equity provider, first mortgage lender, or Credit Underwriter will be sized in credit underwriting. Any reserves in excess of the maximum allowed will be reduced by the Corporation to the maximum allowed during Application scoring.
 - (6) Commercial, retail, and office space are not functionally related and subordinate to the residential units, and are not considered to be community service facilities. As such, these costs are neither considered in eligible basis nor included in the TDC Comparison Testing process.
 - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to other cost limitations provided in Rule Chapter 67-48, F.A.C., or this RFA as applicable.

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

What was the Development Category of the Proposed Development: New Construction
 Indicate the number of total units in the proposed Development: 94 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Demolition			
Commercial/Retail Space <small>See Note (6)</small>			
New Construction Activities	17,611,572.00		17,611,572.00
*Site Work (explain off-site work in detail)			
Rehab Construction Activities			
*Other (explain in detail)			
A1.1. Actual Construction Cost	\$ 17,611,572.00		\$ 17,611,572.00
A1.2. General Contractor Fee <small>See Note (3)</small>			
(Max. 14% of A1.1., column 3)	\$ 2,465,620.00		\$ 2,465,620.00
<small>Max GCF @ 14%: \$2,465,620.00</small>			
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ 20,077,192.00		\$ 20,077,192.00
A1.4. HARD COST CONTINGENCY <small>See Note (4)</small>	\$ 1,003,859.00		\$ 1,003,859.00
<small>Max HCC @ 5%: \$1,003,859.60</small>			

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA	1	2	3
	HC ELIGIBLE COSTS	HC INELIGIBLE COSTS	TOTAL COSTS
<i>General Development Costs</i>			
Professional Fees	<u>1,211,000.00</u>	<u>333,500.00</u>	<u>1,544,500.00</u>
Builder's Risk Insurance	<u>250,965.00</u>	<u>141,000.00</u>	<u>391,965.00</u>
Local Government Fees & Taxes	<u>900,000.00</u>		<u>900,000.00</u>
FHFC Costs & Fees <small>See Note (2)</small>		<u>332,896.00</u>	<u>332,896.00</u>
Tenant Relocation Costs			
*Other (explain in detail)	<u>1,288,655.00</u>	<u>399,214.00</u>	<u>1,687,869.00</u>
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ <u>3,650,620.00</u>	\$ <u>1,206,610.00</u>	\$ <u>4,857,230.00</u>
A2.2. SOFT COST CONTINGENCY <small>See Note (4)</small>	\$ <u>157,618.00</u>		\$ <u>157,618.00</u>
<small>Max SCC @ 5%: \$242,861.50</small>			
<i>Financial Costs</i>			
Construction & Bridge Funding Costs	<u>180,000.00</u>		<u>180,000.00</u>
Permanent Funding Costs		<u>71,260.00</u>	<u>71,260.00</u>
*Other (explain in detail)	<u>95,650.00</u>	<u>278,200.00</u>	<u>373,850.00</u>
A3. TOTAL FINANCIAL COSTS	\$ <u>275,650.00</u>	\$ <u>349,460.00</u>	\$ <u>625,110.00</u>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)			
*Other (explain in detail)			
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$ _____	\$ _____	\$ _____
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ <u>25,164,939.00</u>	\$ <u>1,556,070.00</u>	\$ <u>26,721,009.00</u>
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs <small>Max DF @ 18%: \$0.00</small>			
Developer Fee on Non-Acquisition Costs <small>Max DF @ 18%: \$4,809,781.00</small>	<u>4,809,781.00</u>		<u>4,809,781.00</u>
D. TOTAL DEVELOPER FEE <small>Max Total DF: \$4,809,781.00</small>	\$ <u>4,809,781.00</u>		\$ <u>4,809,781.00</u>
E. OPERATING DEFICIT RESERVES <small>See Note (5)</small> <small>Max ODR: \$329,000.00</small>		<u>230,139.00</u>	<u>230,139.00</u>
F. TOTAL LAND COST		<u>100.00</u>	<u>100.00</u>
G. TOTAL DEVELOPMENT COST <small>See Note (7)</small> (C+D+E+F)	\$ <u>29,974,720.00</u>	\$ <u>1,786,309.00</u>	\$ <u>31,761,029.00</u>

(Page 2 of 8)

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 3 of 8)

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work:

Other:

General Development Costs

(as listed at Item A2.)

Other:

Financial Costs

(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 4 of 8)

CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ <u>31,761,029.00</u>	
B. Construction Funding Sources:		
1. First Mortgage Financing	\$ <u>18,000,000.00</u>	<u>Local HFA Bonds</u>
2. Second Mortgage Financing	\$ <u>104,000.00</u>	<u>Local Government Subsidy</u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. SAIL Financing	\$ <u>9,565,000.00</u>	<u>FHFC - SAIL</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
8. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ <u>2,930,035.00</u>	
9. Other: _____	\$ _____	<u><select from menu></u>
10. Other: _____	\$ _____	<u><select from menu></u>
11. Deferred Developer Fee	\$ <u>1,161,994.00</u>	\$ <u>3,647,787.00</u> Remaining Developer Fee for Deferral (as needed)
12. Total Construction Sources	\$ <u><u>31,761,029.00</u></u>	
C. Construction Funding Surplus		
(B.12. Total Construction Sources, less A. Total Development Costs):	\$ <u><u>0.00</u></u>	(A negative number here represents a funding shortfall.)

Met Construction Financing Threshold for sources equal or exceed uses: Yes

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 5 of 8)

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ <u>31,761,029.00</u>	
B. Permanent Funding Sources:		
1. First Mortgage Financing	\$ <u>5,090,000.00</u>	<u>Local HFA Bonds</u>
2. Second Mortgage Financing	\$ <u>104,000.00</u>	<u>Local Government Subsidy</u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. SAIL Financing	\$ <u>9,565,000.00</u>	<u>FHFC - SAIL</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
Financing	\$ _____	<u>Enter request on Funding Tab</u>
8. HC Syndication/HC Equity Proceeds	\$ <u>14,650,174.00</u>	
9. Other: _____	\$ _____	<u><select from menu></u>
10. Other: _____	\$ _____	<u><select from menu></u>
11. Deferred Developer Fee	\$ <u>2,351,855.00</u>	\$ <u>2,457,926.00</u> Remaining Developer Fee for Deferral (as needed)
12. Total Permanent Funding Sources	\$ <u><u>31,761,029.00</u></u>	
C. Permanent Funding Surplus		
(B.12. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u><u>0.00</u></u>	(A negative number here represents a funding shortfall.)

Met Permanent Financing Threshold for sources equal or exceed uses: Yes

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 6 of 8)

The intent of this page is to assist the Applicant in determining the net TDC of the proposed Development and comparing it to the appropriate Development's Maximum TDC Component per RFA. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programming errors. FHFC will not use this page to score the net TDC criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's net TDC of the proposed Development or the Development's Maximum TDC Component determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

Total Development Cost Comparison Test

In which county is the proposed Development to be located?..... Duval (Large County)

Hard Cost Factor Per Unit*			
Unit Category, Type, and ESS Designation	Unit Count	Maximum Hard Cost PU Limitation	Pro Rata Limits
NC Garden Non-ESS	94		
NC Garden ESS			
NC Mid-Rise Non-ESS			
NC Mid-Rise ESS			
NC High-Rise			
Rehab Garden			
Rehab Non-Garden			
Hard Cost Factor Per Unit	94		\$270,000

*Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High-Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

Calculated Maximum Hard and Soft Costs Per Unit..... \$ 360,000.00
 (\$270,000 Hard Cost Factor Per Unit / 75% = \$360,000)

Applicable Add-On(s):	Add-On PU	New TDC PU Limitation
Tax-Exempt Bond Add-On	\$7,500	\$ 367,500.00
Applicable Multiplier(s):	Multiplier	New TDC PU Limitation
No applicable Multipliers		\$ 367,500.00

Total Calculated Hard and Soft Costs Per Unit with Add-Ons & Multipliers..... \$ 367,500.00

Maximum Non-Acquisition Development Cost Per Unit..... \$ 389,550.00
 (\$367,500 Hard and Soft Costs w/ Add-Ons & Multipliers x (1 + 0.06) One Plus the Escalation Factor = \$389,550)

Maximum Non-Acquisition Development Cost for Developer Fee..... \$ 36,617,700.00
 (\$389,550 Maximum Non-Acquisition Development Cost Per Unit x 94 Units = \$36,617,700)

Maximum Dev. Fee Amount on Non-Acquisition Development Costs..... \$ 6,591,186.00
 (\$36,617,700 Max Non-Acq Development Cost for Developer Fee x 18% Non-Acq Developer Fee = \$6,591,186)

Development's Actual Building Allocation (if applicable, see Pro Forma Line B)..... \$ -

Maximum Dev. Fee on Development's Actual Building Allocation..... \$ -
 (\$0 Development's Actual Building Allocation x 18% DF = \$0)

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 7 of 8)

Development's Maximum Developer Fee **\$ 6,591,186.00**
(\$6,591,186 Max DF on Max Non-Acq Development Cost + \$0 Max DF on Development's Building Allocation = \$6,591,186)

Development's Maximum TDC Component..... **\$ 43,208,886.00**
(\$36,617,700 Max Non-Acq Development Cost + \$6,591,186 Max DF on Max Non-Acq Development Cost + \$0 Max DF on Development's Building Allocation = \$43,208,886)

Derivation of the actual Net TDC of the proposed Development:

Total Development Costs (Line G., column 3)..... **\$ 31,761,029.00**

Less Acq. Cost of Existing Dev. (excluding land) - Existing Building(s)..... **\$ -**

Less Land Acquisition Costs (Line F., column 3)..... **\$ 100.00**

Less Demolition and Relocation Costs, if applicable..... **\$ -**

Less Commercial/Retail Space Costs, if applicable..... **\$ -**

Less Operating Deficit Reserves (Line E., column 3)..... **\$ 230,139.00**

Actual Net TDC of the proposed Development..... **\$ 31,530,790.00**

**Is the proposed Development's actual Net TDC equal to or less than
the Development's Maximum TDC Component provided in the RFA?**..... **Yes**

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

RFA 2023-205 DEVELOPMENT COST PRO FORMA

(Page 8 of 8)

PRELIMINARY TAX-EXEMPT BOND ANALYSES

This section of the Pro forma is intended for information purposes only, and is not scored. The resulting analyses is based on various inputs throughout this application, and is not indicative of the analyses conducted at Credit Underwriting or Final Cost Certification.

Qualified Basis Calculations

A. Acquisition

Acquisition Cost of Land and Existing Improvements.....	\$100.00
Less Land Costs.....	\$100.00
Plus Developer Fee Attributable to Acquisition.....	\$0.00
Total Eligible Basis.....	\$0.00
Applicable Fraction (percent set-aside units).....	100%
DDA/QCT Basis Credit, if applicable.....	100%
Qualified Basis.....	\$0.00
Housing Credit Percentage (Federal allocation).....	4.00%
Annual Housing Credit Allocation.....	\$0.00

B. New Costs

Total Development Cost.....	\$31,761,029.00
Less Cost of Land and Existing Improvements.....	\$100.00
Less Developer Fee on Acquisition of Buildings.....	\$0.00
Less Other Ineligible Costs.....	\$1,786,209.00
Total Eligible Basis.....	\$29,974,720.00
Applicable Fraction (percent set-aside units).....	100%
DDA/QCT Basis Credit, if applicable.....	130%
Qualified Basis.....	\$38,967,136.00
Housing Credit Percentage (Federal allocation).....	4.00%
Annual Housing Credit Allocation.....	\$1,558,685.44

Annual Housing Credit Allocation Per Qualified Basis..... \$1,558,685.44

Gap Calculation

Total Development Cost (including land and ineligible costs).....	\$31,761,029.00
Less Mortgages.....	\$14,759,000.00
Equity Gap.....	\$17,002,029.00
HC Percentage to Investment Partnership.....	99.990%
HC Syndication Pricing.....	\$0.9400
HC Required to meet Equity Gap.....	\$18,089,073.60
Annual HC Required.....	\$1,808,907.36

HC Summary

HC Per Qualified Basis.....	\$1,558,685.44
HC Per GAP Calculation.....	\$1,808,907.36
Annual HC Recommended.....	\$1,558,685.44
HC Proceeds Recommended.....	\$14,650,178.14

Tax Exempt Bond 50% Test

Total DEPRECIABLE Cost.....	\$29,974,720.00
Plus Land Cost.....	\$100.00
Aggregate Basis.....	\$29,974,820.00
Tax Exempt Bond Amount.....	\$18,000,000.00
Equals Tax Exempt Proceeds Used for Building and Land*.....	\$18,000,000.00
Tax Exempt Proceeds as a Percentage of Aggregate Basis.....	60.05%

* Based on the assumption that 100% of the Tax Exempt Proceeds will be used for Building and Land.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.11
Local Government Contributions**

- a. The Applicant does NOT automatically receive the maximum points based on the selected Development Category of New Construction.
- b. If the Applicant selected the Development Category of New Construction (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development? Yes
- c. To demonstrate the Local Government Contribution, provide the applicable Local Government Verification of Contribution form(s) as **Attachment 11** as outlined in Section Four, 11. of the RFA.

Please enter the cumulative total values of all relative forms provided as **Attachment 11**. If more than one form of the same kind is provided, please add the amounts together and enter the total. The Value of Contribution (if applicable) is calculated automatically by taking the Face Amount and subtracting the Net Present Value of the repayment terms (calculated as provided in the RFA). The amounts for the Face Amount and the Net Present Value are provided on each Local Government Contribution form, as applicable.

Local Government Contribution Funding Table			
LG Verification of Contribution	Face Amount	Net Present Value	Value of Contribution
<i>Cash Contributions:</i>			
Loan Form(s)	\$104,000.00	\$28,110.08	\$75,889.92
Grant Form(s)			\$0.00
<i>Non-Cash Contributions:</i>			
Fee Waiver Form(s)			\$0.00
Fee Deferral Form(s)			\$0.00
Totals	\$104,000.00	\$28,110.08	\$75,889.92

Please enter the names of the Local Government(s) in the table below that have provided the funding identified in the table above. Identify the type of contribution being made for each entity. If one entity is providing more than one type of contribution, list each separately. If one entity is providing more than one form with the same type of contribution, only list it once.

Local Government Contributors	
Name of Local Government	Type of Contribution
City of Jacksonville	Loan
	<select one>
	<select one>
	<select one>
	<select one>

In order for the Applicant to receive the maximum of five points without the automatic qualification, the applicable Local Government Verification of Contribution form(s) provided as evidence of Local Government grant(s), loan(s), fee waiver(s) and/or fee deferral(s) meeting the eligibility criteria for such contributions must have a total amount calculated by taking the face amount of the commitment(s) minus the net present value of the commitment(s) (per RFA guidelines) with a cumulative total dollar amount equal to or greater than \$75,000. Applicants that do not have the necessary contribution amount to achieve maximum points will be scored on a pro-rata basis.

Based on the above information, it appears the Applicant would receive a total of 5.00 points towards the 5-point Local Government Contribution Points.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.A.12
Uniform Relocation Act (URA)**

a. Are there any units occupied?
If "Yes" – Go to question b. below; If "No" – Go to question c. below.

b. Tenant Relocation Information for Existing Properties

- (1) How many total units now exist in the development?
- (2) How many units are occupied?
- (3) Is permanent relocation (displacement) anticipated during or after the construction/ redevelopment period?
If "Yes", how many units are affected?
- (4) Will temporary relocation of any tenants be required?
If "Yes", how many tenants will require temporary relocation?

c. Uniform Relocation Act (URA) Acquisition Information

- (1) Does the Applicant own the Development site?
If "Yes" - Skip questions (2) through (4) below.
If "No" - Answer question (2) below.
- (2) Is Applicant a private company?
If "Yes" - Skip questions (3) and (4) below.
If "No" - Answer question (3) below.
- (3) Is the Applicant a public (government) Applicant?
If "Yes" - Answer question (4) below.
If "No" - Skip question (4) below.
- (4) Does the Applicant have eminent domain power?

(Questions (3) and (4) can be skipped based on the response in 12.c.(2))

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.B.1.
Verifying Application Fee Payment**

To ensure that the Application Fee is processed for the correct online Application, the following is strongly recommended: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment. Additionally, include the following:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

Wire Reference Number: 0801B1QGC07C001013; Transaction Number: 8012433194

**Section 4.B.2.
Bookmarking the all Attachments Document before uploading (5 points)**

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading.

**Section 4.B.3.
Addenda**

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

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

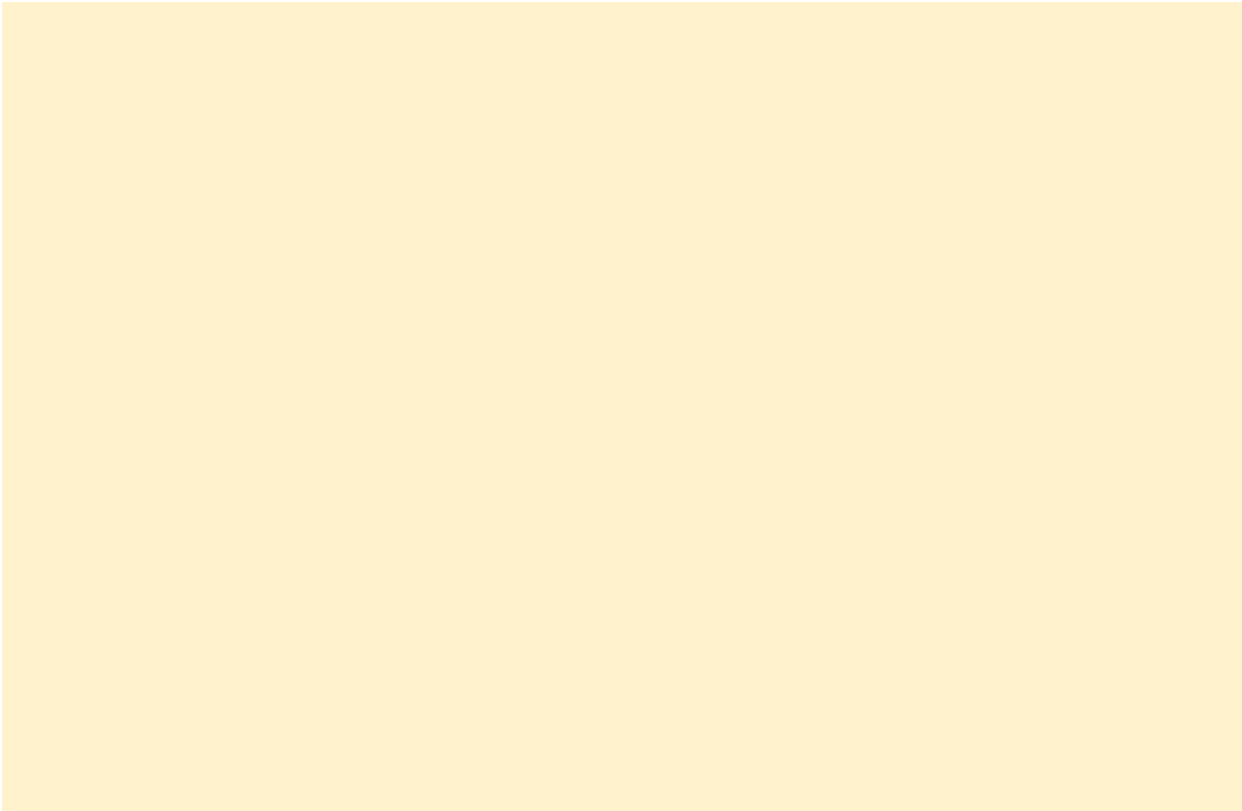


Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.C.
Applicant Certification and Acknowledgement Form**

The Authorized Principal Representative must review and execute this section.

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapters 67-21 and 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed section 67-48.004, F.A.C., and subsections 67-48.009(5), F.A.C. and 67-21.027, F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing authority waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement for the SAIL loan, and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application, the Limited Partnership Agreement, or Operating Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement or Operating Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.

Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits

**Section 4.C.
Applicant Certification and Acknowledgement Form**

12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) no construction or inspection work is performed by the General Contractor, with the following exceptions: (a) The General Contractor may perform its duties to manage and control the construction of the Development; and (b) the General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor, Applicant, or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17)F.A.C.
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third-party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
15. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
17. All permanent sources designated on the Development Cost Pro Forma as self-sourced financing must remain as a source in the Development for a minimum of 15 years and may not be repaid to the Applicant from any funding source, including development cash flow. If self-sourced financing is repaid to the Applicant prior to the payment of the SAIL loan in full, the SAIL loan will be in default and must be paid in full, and the Applicant and any Applicant or Developer Principals and Affiliates may be subject to material misrepresentation consequences set forth in subsection 67-48.004(2), F.A.C.;
18. If a Self-Sourced Applicant transfers ownership of the Development within the first 15 years of the Compliance Period, the new owner must waive the right to seek a qualified contract;
19. The Applicant understands and is in compliance with any Priority 1/2 Applicant Designation requirements outlined in the RFA and will continue to comply throughout the Compliance Period. The Applicant agrees to notify the Corporation of any changes. The Corporation will determine whether the changes cause a violation of the Priority 1/2 Applicant Designation requirement.
20. Applicants that are not eligible for NHTF Funding due to requirements such as the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2) may instead be awarded an equivalent amount of funding through Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP). Although the HUD environmental requirements provided in 24 CFR 93.301(f)(1) and (2) do not apply, all HOME-ARP requirements would apply such as how the units must be used for Qualifying Populations, the HUD environmental requirements provided in 24 CFR Part 92 and 24 CFR Part 58, AND Davis-Bacon requirements apply, if there are at least twelve 22% Units.
21. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
22. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.
23. The Applicant has read, understands and will comply with the tenant selection requirements outlined in Exhibit G.
24. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.
25. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.
26. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.

**Exhibit A to RFA 2023-205 SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In
Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

**Section 4.C.
Applicant Certification and Acknowledgement Form**

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

Signature of Authorized Principal Representative*

Darren J Smith

Title Authorized Member

*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

Principal Disclosures for the Applicant

APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 7.12.2023; Approved 7.14.2023

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Morris Manor II, LLLP

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>General Partner</u>	<u>A.M.E. Housing Agency of Florida, Inc.</u>	<u>Non-Profit Corporation</u>
2.	<u>General Partner</u>	<u>SHAG Morris Manor II, LLC</u>	<u>Limited Liability Company</u>
3.	<u>Investor LP</u>	<u>Smith, Darren</u>	<u>Natural Person</u>

Second Principal Disclosure Level:

Morris Manor II, LLLP

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Select the type of Principal being associated with the corresponding First Level Principal Entity

Select organizational structure of Second Level Principal identified

<u>Second Level Entity #</u>	<u>Principal Entity</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.A. Officer/Director</u>	<u>Reid, Frank M., III</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.B. Officer/Director</u>	<u>Prier, Pamela</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.C. Officer/Director</u>	<u>Gibbs, Craig</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.D. Officer/Director</u>	<u>Rutland, Alfred</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.E. Officer/Director</u>	<u>Moore, Johnnetta</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.F. Officer/Director</u>	<u>Scott, Kimberly</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.G. Officer/Director</u>	<u>Ganju, Purnima</u>	<u>Natural Person</u>
<u>1. (A.M.E. Housing Agency of Florida)</u>	<u>1.H. Executive Director</u>	<u>Reid, Frank M., III</u>	<u>Natural Person</u>
<u>2. (SHAG Morris Manor II, LLC)</u>	<u>2.A. Managing Member</u>	<u>Smith, Darren</u>	<u>Natural Person</u>
<u>2. (SHAG Morris Manor II, LLC)</u>	<u>2.B. Managing Member</u>	<u>Henzy, Timothy</u>	<u>Natural Person</u>

Principal Disclosures for the Developer

**APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 7.12.2023; Approved 7.14.2023**

How many Developers are part of this Application structure?

1

Select the organizational structure for the Developer entity:

The Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

SHAG Morris Manor II Developer, LLC

First Principal Disclosure Level:

SHAG Morris Manor II Developer, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>Managing Member</u>	<u>Smith, Darren</u>	<u>Natural Person</u>
2.	<u>Managing Member</u>	<u>Henzy, Timothy</u>	<u>Natural Person</u>

Attachment

1

Exhibit "8"

State of Florida

Department of State

I certify from the records of this office that MORRIS MANOR II, LLLP is a limited partnership organized under the laws of the State of Florida, filed on January 21, 2022.


The document number of this limited partnership is A22000000041.

I further certify that said limited partnership has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of August, 2023*




Secretary of State

Tracking Number: 4283689020CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment 2

Exhibit "8"



Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219411
June 04, 2014 LTR 4168C 0
59-1846324 000000 00

00022962
BODC: TE

A M E HOUSING AGENCY OF FLORIDA INC
9050 NORFOLK BLVD
JACKSONVILLE FL 32208



027136

Employer Identification Number: 59-1846324
Person to Contact: Laura A. Botkin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 23, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1978.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Exhibit "8"

0248219411
June 04, 2014 LTR 4168C 0
59-1846324 000000 00
00022963

A M E HOUSING AGENCY OF FLORIDA INC
9050 NORFOLK BLVD
JACKSONVILLE FL 32208

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations

JUN 22 12:05 AM

Department of the Treasury

Internal Revenue Service
District Director

Employer Identification Number

Date: September 28, 1978

Accounting Period Ending:
June 30

Foundation Status Classification:

509(a)(1) & 170(b)(1)(A)(vi)

Advance Ruling Period Ends:

June 30, 1980

Person to Contact:

D. Wurmick

Contact Telephone Number:
(904) 791-2636

A.H.E. Housing Agency of
Florida, Inc.,
101 East Union Street
Jacksonville, Florida 32203

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) & 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(4) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) & * organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) & * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) & * organization.

Letter 1049(DO) (5-7)

400 West Bay St. Jacksonville, Fla. 32202

*170(b)(1)(A)(vi)

(over)
137

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Charles O. DeWitt

District Director

cc: Lawrence J. Bernard

This determination letter modifies our letter of September 25, 1979, holding you exempt under section 501(c)(3) to the extent that it is inconsistent with this letter.

Letter 1045(DO) (6-79)

Exhibit "8"

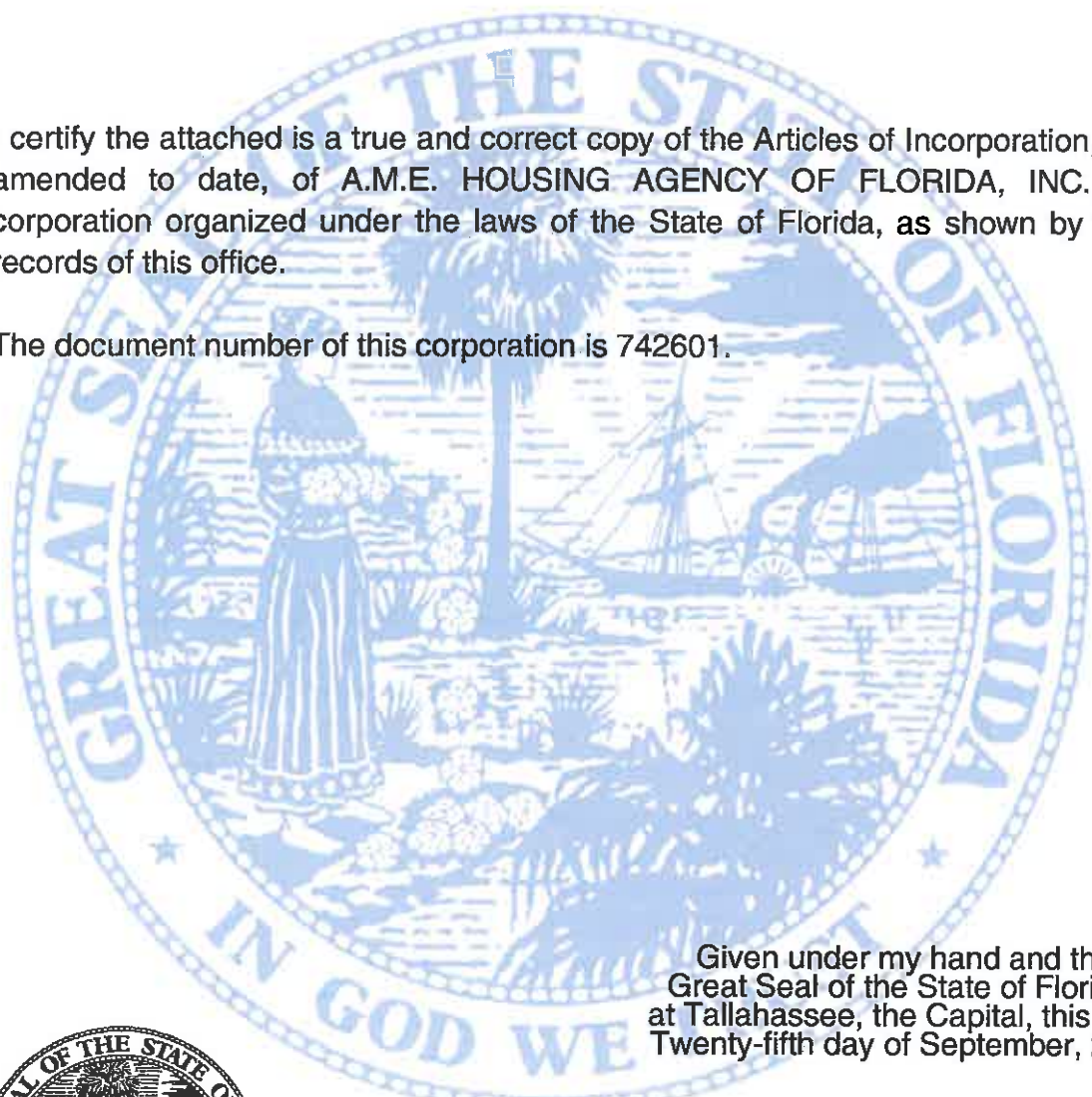
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of A.M.E. HOUSING AGENCY OF FLORIDA, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 742601.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of September, 2020



Laurel M. Lee

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

ARTICLES OF INCORPORATION

OF
A. M. E. HOUSING AGENCY OF FLORIDA INC.
A CORPORATION NOT FOR PROFIT

FILED
JAN 29 1957
TALLAHASSEE, FLORIDA

742601

ARTICLE I

Name

The name of the proposed corporation shall be A.M.E. HOUSING AGENCY OF FLORIDA, INC.

ARTICLE II

Purpose

The purpose of the corporation is to develop housing for elderly people on a non-profit basis.

ARTICLE III

Membership

Section 1. Qualification - The membership shall consist of the Board of Directors and other persons interested in the purpose of the Corporation,

Section 2. Admission - Members may be admitted by majority vote of the Board of Directors.

ARTICLE IV

Term

Corporation shall have a perpetual existence.

ARTICLE V

Subscribers

The subscribers' names and addresses are:

T. E. Shehee
1567 Kings Road
Jacksonville, Florida

S. S. Morris
101 E. Union Street
Jacksonville, Florida

A. W. Boston
Ribault Scenic Drive
Jacksonville, Florida

A-1160

ARTICLE VI

Management

The affairs of the corporation shall be managed by the President, Vice President and Secretary-Treasurer, who shall be elected at the annual meetings of the Board of Directors.

ARTICLE VII

Initial Officers

The officers who shall serve until the first election are:

S. S. Morris, President
101 E. Union Street
Jacksonville, Florida

T. E. Shehee
Vice President
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Secretary-Treasurer
Ribault Scenic Drive
Jacksonville, Florida

ARTICLE VIII

Initial Directors

There shall be three initial directors serving until the first election of directors:

S. S. Morris
101 E. Union Street
Jacksonville, Florida

T. E. Shehee
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Ribault Scenic Drive
Jacksonville, Florida

ARTICLE IX

Bylaws

The bylaws shall be made, altered, or rescinded by the Board of Directors.

ARTICLE X

Amendment of Articles of Incorporation

Amendments to the Articles of Incorporation may be proposed by the Board of Directors and adopted by a majority vote of the Board.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation, this 8th day of March, 1978.

Subscribers

S. S. Morris
S. S. Morris

T. E. Shehee
T. E. Shehee

A. W. Boston
A. W. Boston

A-1160

ARTICLE VI
Management

The affairs of the corporation shall be managed by the President, Vice President and Secretary-Treasurer, who shall be elected at the annual meetings of the Board of Directors.

ARTICLE VII
Initial Officers

The officers who shall serve until the first election are:

S. S. Morris, President
101 E. Union Street
Jacksonville, Florida

T. E. Staloe
Vice President
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Secretary-Treasurer
Rihault Seaside Drive
Jacksonville, Florida

ARTICLE VIII
Initial Directors

There shall be three initial directors serving until the first election of directors:

S. S. Morris
101 E. Union Street
Jacksonville, Florida

T. E. Staloe
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Rihault Seaside Drive
Jacksonville, Florida

ARTICLE IX
Bylaws

The bylaws shall be made, altered, or rescinded by the Board of Directors.

ARTICLE X
Amendment of Articles of Incorporation

Amendments to the Articles of Incorporation may be proposed by the Board of Directors and adopted by a majority vote of the Board.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation, this 8th day of March, 1978.

Subscribers

S. S. Morris

T. E. Staloe

T. E. Staloe

A. W. Boston

A-1160

Exhibit "8"

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, a Notary Public authorized to take acknowledgments in the State and County last aforesaid, personally appeared S. S. MORRIS, T. E. SHERRE, and A. W. MORRIS, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein described.

19 78, WITNESS my hand and official seal this 8th day of March, at Jacksonville, County and State aforesaid.

Russell Robinson
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY, 9 1981
COMBINED TRUST GENERAL INS. UNDERWRITERS

A-1160

Exhibit "8"

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, a notary public authorized to take acknowledgments in the state and county last first above, personally appeared S. S. MERRIS, T. E. SHERRY, and A. W. BOSTON, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein described.

19 78, WITNESS my hand and official seal this 8th day of March, at Jacksonville, County and State aforesaid.

Russell Robinson
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY, 9 1981
FORGED THEM GENERAL INS. UNDERWRITERS

11-11-80

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First, that the A.M.E. Housing Agency, Inc., of Florida, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, has named Alexander Cottrell, located at 1850 Kings Road, Jacksonville, Duval County, Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping said office open.

Alexander Cottrell

CERTIFICATE DETERMINING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48,091, Florida Statutes, the following is submitted, in compliance with said Act:

First, that the A.M.E. Housing Agency, Inc., of Florida, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, has named Alexander Cottrell, located at 1850 Kings Road, Jacksonville, Duval County, Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping said office open.

Alexander Cottrell

ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

FILED
SEP 25 4 16 PM '78
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.02, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation proposed by the Board of Directors and adopted by a majority vote of the Board on the date stated below:

1. Amendment of Articles of Incorporation: All provisions of the Articles of Incorporation shall be subject to amendment, consistent with the provisions Chapters 196 and 617, Florida Statutes, and Section 501 (c)(3) of the Internal Revenue Code of 1954, by the affirmative vote of all of the members entitled to vote in respect thereof, given at the annual meeting or at any special meeting, provided that notice of the proposed amendment is included in the notice of such meeting.
2. Powers: The corporation shall have the power to do all the lawful acts necessary or desirable to carry out its purpose consistent with the applicable Florida statutes and Section 501 (c)(3) of the Internal Revenue Code.
3. Dissolution: Upon dissolution of the corporation, any assets remaining thereafter shall be conveyed to such organization or organizations as shall be selected by the affirmative vote of the Eleventh Episcopal District A. M. E. Church Board of Directors, provided, however, that such organization or organizations shall be exempt under Section 501 (c)(3) of the Internal Revenue Code.

Dated the 22nd day of September, 1978.

A. M. E. HOUSING AGENCY OF
FLORIDA, INC.

(Corporate Seal)

By: T. E. Shehee
Its Vice President

Attest: A. W. Boston
Its Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared T. E. SHEHEE and A. W. BOSTON, the vice president and secretary-treasurer of the above-named corporation, who are both to me well-known and known to be the individuals described in and who subscribed the above articles of amendment to the articles of incorporation, and did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Jacksonville, in said County and State this 22nd day of September, 1978.

Lawrence J. Ramey
Notary Public, State of Florida - Large
My Commission expires:

Notary Seal

ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

FILED
SEP 25 4 16 PM '78
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

Pursuant to the provisions of Section 617.02, Florida Statute, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation proposed by the Board of Directors and adopted by a majority vote of the Board on the date stated below:

1. Amendment of Articles of Incorporation: All provisions of the Articles of Incorporation shall be subject to amendment, consistent with the provisions Chapters 196 and 617, Florida Statutes, and Section 501 (c)(3) of the Internal Revenue Code of 1954, by the affirmative vote of all of the members entitled to vote in respect thereof, given at the annual meeting or at any special meeting, provided that notice of the proposed amendment is included in the notice of such meeting.
2. Powers: The corporation shall have the power to do all the lawful acts necessary or desirable to carry out its purpose, consistent with the applicable Florida statutes and Section 501 (c)(3) of the Internal Revenue Code.
3. Dissolution: Upon dissolution of the corporation, any assets remaining thereafter shall be conveyed to such organization or organizations as shall be selected by the affirmative vote of the Eleventh Episcopal District A.M.E. Church Board of Directors, provided, however, that such organization or organizations shall be exempt under Section 501 (c)(3) of the Internal Revenue Code.

Dated the 22nd day of September, 1978.

A.M.E. HOUSING AGENCY OF
FLORIDA, INC.

(Corporate Seal)

By: T. E. Shehee
Its Vice President

Attest: A. W. Boston
Its Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared T. E. SHEHEE and A. W. BOSTON, the vice president and secretary-treasurer of the above-named corporation, who are both to me well known and known to be the individuals described in and who subscribed the above articles of amendment to the articles of incorporation, and did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Jacksonville, in said County and State this 22nd day of September, 1978.

Lawrence J. Arnold
Notary Public, State of Florida at Large
My Commission expires:

Articles of Amendment
to
Articles of Incorporation
of

FILED

11 AUG -9 PM 10: 58

A.M.E. Housing Agency of Florida
(Name of Corporation as currently filed with the Florida Department of State)

742601

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: _____

New Registered Office Address: _____
(Florida street address)

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>VD</u>	<u>Thomas B. DeSue</u>	<u>101 E. Union St.</u> <u>Suite 301</u> <u>JACKSONVILLE, FL 32202</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>D</u>	<u>James Proctor</u>	<u>11423 Bridges Rd.</u> <u>JACKSONVILLE, FL 32218</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>D</u>	<u>Pamela Prier</u>	<u>10990 Hickory Trace</u> <u>JACKSONVILLE, FL</u> <u>32256</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

Add the following:

Bruce Havens - Director
431 University Blvd, N.
JACKSONVILLE, FL 32211

F.D. Richardson, Jr. - Director
1131 Durkee Dr., N.
JACKSONVILLE, FL 32209

Caneda Darby - Director
8651 Stanwood Court
JACKSONVILLE, FL 32244

Change:
Ava Parker to Ava L. Parker

The date of each amendment(s) adoption: 8/2/11
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 8/3/11

Signature *Ava L. Parker*
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Ava L. Parker
(Typed or printed name of person signing)

Director
(Title of person signing)

Articles of Amendment
to
Articles of Incorporation
of

A.M.E. HOUSING AGENCY OF FLORIDA, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

742601

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

n/a

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

n/a

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

n/a

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: n/a

(Florida street address)

New Registered Office Address:

n/a

Florida n/a

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 MAY 30 PM 3:22

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change PT John Doe
 Remove V Mike Jones
 Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input checked="" type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
2) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
3) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
4) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
5) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
6) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

THIS AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS OF A.M.E. HOUSING AGENCY OF FLORIDA, INC. (this "Amendment") is made effective as of May 31, 2012 by the directors of the Company.

Recitals

A. A.M.E. Housing Agency of Florida, Inc. (the "Company") is a non-profit Florida corporation.

B. The Company operates pursuant to the terms of the Articles of Incorporation, filed with Florida Department of State on April, 28, 1978 (the "Articles"), as amended, and Bylaws of the Company (the "Bylaws"), as amended (collectively, the "Original Organizational Documents").

C. Except as otherwise provided in this Amendment, the words and terms defined in the Original Organizational Documents shall have the same meanings when used herein as are ascribed thereto in the Original Organizational Documents.

D. The Company has elected to refinance the multifamily housing project owned by the Company, commonly known as Morris Manor Apartments (the "Project") with a mortgage loan from CWCapital LLC, a Massachusetts limited liability company, in an amount not to exceed \$4,863,400.00 (the "HUD Loan") to be insured by the Secretary of Housing and Urban Development ("HUD") under Section 207, pursuant to Section 223(f), of the National Housing Act, as amended.

E. In connection with the closing of the HUD Loan, HUD has required that certain provisions of the Original Organizational Documents be amended, and the directors of the Company have agreed to amend the Original Organizational Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. A new Article XI shall be inserted in the Articles and a new Article XI shall be inserted in the Bylaws, as follows:

"Section 1: HUD PROVISIONS: The provisions of this Article 11 shall apply for so long as (and only for so long as) the Project is subject to a mortgage loan which is insured or held by the Secretary of Housing and Urban Development ("HUD"), its successors or assigns.

Exhibit "8"

- (a) If any of the provisions of the organizational documents of the Company, including the Articles, the Bylaws, or any actions or resolutions of the Company (collectively, the "Organizational Documents") conflict with the terms of the \$4,863,400.00 HUD-insured Note (Multistate) from the Company to CWCapital LLC (the "Note"), the Open-End Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement securing the Note (the "Security Instrument"), or the Regulatory Agreement for Multifamily Housing Projects between the Company and HUD (the "HUD Regulatory Agreement" and, collectively with the Note and the Security Instrument, the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
- (b) So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval.
- (c) None of the following will have any force or effect without the prior written consent of HUD:
 - a. Any amendment that modifies the term of Borrower's existence;
 - b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);
 - c. Any amendment that in any way affects the HUD Loan Documents;
 - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for all matters concerning the project which require HUD's consent or approval;
 - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Borrower entity; or
 - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).
- (d) The Company is authorized to execute the Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the HUD Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.
- (e) Any incoming member of the Company must, as a condition of receiving an interest in the Company, agree to be subject to the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other Members.

- (f) Notwithstanding any other provisions in the Organizational Documents, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not subject to or bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.
- (g) Each of the key principals of the Company identified in the HUD Regulatory Agreement is liable in his/her individual capacity to HUD to the extent set forth in the HUD Regulatory Agreement.
- (h) The Company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- (i) The Company has designated Bishop McKinley Young as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Company in all such matters. The Company may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Company will promptly provide HUD with the name of that person and the nature of that person's management authority.
- (j) Unless otherwise approved in writing by HUD, the Company's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of FHA Project No. 063-11075, located in the City of Jacksonville, State of Florida, and activities incidental thereto. The Company shall not engage in any other business or activity. The Project shall be the sole asset of the Company, which shall not own any other real estate other than the aforesaid Project.
- (k) Notwithstanding any provision in the Organizational Documents to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Company to provide indemnification under the Organizational Documents shall be limited to (i) coverage afforded under any insurance carried by the Company and (ii) available "surplus cash" as defined in the HUD Regulatory Agreement.
- (l) Neither Company, nor its members, partners, officers or directors, shall, without HUD's prior written approval, grant a security interest in any of Borrower's or the project's assets.

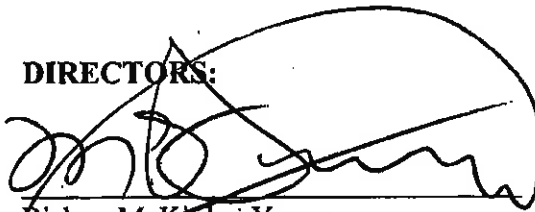
2. The Bylaws are hereby amended by deleting the words "eleven (11) and inserting "nine (9)" in replacement therefor in Article V, Section 1.

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Exhibit "8"

IN WITNESS WHEREOF, the Directors of the Company have executed and delivered this Amendment as of the day and year first above written.

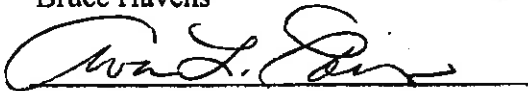
DIRECTORS:



Bishop McKinley Young



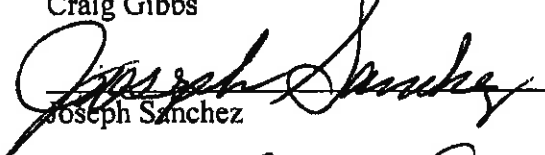
Bruce Havens



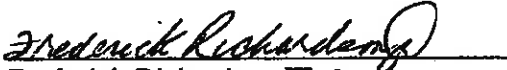
Ava L. Parker



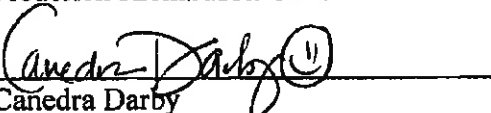
Craig Gibbs



Joseph Sanchez



Frederick Richardson  sa



Canedra Darby



Pamela Prier



Sharon Brown

The date of each amendment(s) adoption: 05/31/2012

Effective date if applicable: 05/31/2012

(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated May 31, 2012

Signature See attached for signatures

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

(Typed or printed name of person signing)

(Title of person signing)

Date Submitted: 2023-08-02 13:40:14.497 | Form Key: 9214



October 13, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

A.M.E. HOUSING AGENCY OF FLORIDA, INC.
9050 NORFOLK BLVD.
JACKSONVILLE, FL 32208

Re: Document Number 742601

The Articles of Amendment to the Articles of Incorporation of A.M.E. HOUSING AGENCY OF FLORIDA, INC., a Florida corporation, were filed on October 12, 2020.

This document was electronically received and filed under FAX audit number H20000354501.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Rebekah White
Regulatory Specialist II Supervisor
Division of Corporations Letter Number: 220A00020158

P.O BOX 6327 – Tallahassee, Florida 32314

Exhibit "8"

742601

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000354501 3)))



H200003545013ABCU

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
 Fax Number : (850) 617-6380

From: Account Name : SHUTTS & BOWEN, LLP
 Account Number : 076447000313
 Phone : (305) 358-9166
 Fax Number : (305) 347-7766

*White
10/13/20*

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: GCohen@shutts.com

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
A.M.E. HOUSING AGENCY OF FLORIDA, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$35.00

2021/10/13/20

10/13/20

((H20000354501 3)))

AMENDMENT TO
ARTICLES OF INCORPORATION AND BYLAWS
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

THIS AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS OF A.M.E. HOUSING AGENCY OF FLORIDA, INC. (this "Amendment") is made effective as of September 30, 2020 by the directors of the Corporation.

Recitals

A. A.M.E. Housing Agency of Florida, Inc. (the "Corporation") is a non-profit Florida corporation.

B. The Corporation operates pursuant to the terms of the Articles of Incorporation, filed with Florida Department of State on April, 28, 1978, as amended by the Articles of Amendment to the Articles of Incorporation dated September 22, 1978, the Articles of Amendment to the Articles of Incorporation dated August 3, 2011, and as further amended by the Articles of Amendment to the Articles of Incorporation dated May 31, 2012 (collectively, as amended, the "Articles") and Bylaws of the Corporation (the "Bylaws"), as amended (collectively, the "Organizational Documents").

C. Except as otherwise provided in this Amendment, the words and terms defined in the Organizational Documents shall have the same meanings when used herein as are ascribed thereto in the Organizational Documents.

D. The directors of the Corporation have agreed to amend the Organizational Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Article II of the Articles is hereby deleted and replaced with the following:

ARTICLE II - CORPORATE PURPOSES, POWERS AND RIGHTS

2.1. This is a nonprofit Corporation, organized solely for the purpose of fostering low income housing, pursuant to the Florida Corporations Not for Profit Law set forth in Chapter 617 of the Florida Statutes, and any successor statute.

2.2. This Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations issued thereunder, or the corresponding section of any future United States Internal Revenue law. Without limiting the generality of the foregoing, the Corporation will foster and provide for lower income elderly persons, rental housing and related facilities and services specially designed to meet the physical, social, and psychological needs of the aged, and contribute to their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and

Exhibit "8"

((H20000354501 3)))

operation thereof on a nonprofit basis. In connection with its purpose, the Corporation is a single asset entity that shall own and operate that certain project located at 9050 Norfolk Blvd., Jacksonville, Florida 32208, known as "Morris Manor".

2.3. The Corporation shall operate exclusively in any manner for such charitable and educational purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or under any corresponding provisions of any subsequent federal tax laws, covering the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code, as amended, including private foundations and private operating foundations.

2.2. The Corporation shall operate without regard to race, color, religion, age, disability, gender, sexual orientation, marital status, national origin or veteran status.

2.5. The Corporation shall carry out its functions such that no substantial part of the Corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

2.6. The Corporation may operate, participate in or manage any other programs or activities that are not prohibited by law and that do not conflict with the provisions of Section 501(c)(3) of the Code.

2.7. In order to further the purposes described above, the Corporation shall exercise all the powers enumerated in Section 617, Florida Statutes, as it now exists or is subsequently amended or superseded, and may do and perform such acts and have such powers as shall be desirable and necessary in furtherance of any of the powers herein above enumerated which are not in derogation of the laws of the State of Florida and which are necessary and desirable to carry out the purposes and responsibilities of the Corporation, including, but not limited to:

a. To buy, own, sell, assign, mortgage or lease any interest in real estate and personal property and to construct, maintain and operate improvements thereon necessary or incident to the accomplishment of the purposes set forth in this Article II.

b. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge or other lien on the property of the Corporation.

c. To do and perform all acts reasonably necessary to accomplish the purpose of the Corporation, including, without limitation, the execution of a promissory note, mortgage, deed of trust or security deed, and security agreement in order to secure a loan to be insured by the Secretary of the Department of Housing and Urban Development ("HUD") and to execute the Regulatory Agreement and other documents required by the Secretary of HUD. Such Regulatory Agreement and other instruments and undertakings shall remain binding upon the Corporation, its successors and assigns, so long as a mortgage on the property of the Corporation is insured or held by the Secretary of HUD. Moreover, in the event of any conflict between the terms of such note, mortgage, deed of trust or security deed, security agreement, or Regulatory Agreement (collectively, the

Exhibit "8"

“HUD Loan Documents”) and these Articles, the terms of the HUD Loan Documents shall control.

2. Article VI of the Articles is hereby deleted and replaced with the following:

ARTICLE VI - MANAGEMENT OF CORPORATE AFFAIRS

6.1. The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors as set forth in the Bylaws of the Corporation.

6.2. There will be no fewer than three (3) nor more than eleven (11) directors of this Corporation.

6.3. The Corporation shall have no members.

6.4. Directors shall be elected as provided for in the bylaws.

3. Article IX of the Articles is hereby deleted and replaced with the following:

ARTICLE IX - BYLAWS

9.1. The Board of Directors of the Corporation shall adopt such Bylaws for the conduct of the business of the Corporation in carrying out its purpose as the Board of Directors may deem necessary from time to time; provided, however, such Bylaws shall not be inconsistent with the provisions of these Articles.

9.2. The Board of Directors shall have the power to amend, alter, or rescind the Bylaws or adopt new Bylaws; provided, however, so long as a mortgage on the property of the Corporation is held or insured by the Secretary of HUD or any of the HUD Loan Documents remains in effect, the Bylaws of the Corporation shall not be inconsistent with the provisions of any of the HUD Loan Documents between the Corporation and the Secretary of HUD entered into pursuant to Article II hereof. In the event of any conflict between the terms of the HUD Loan Documents and the Bylaws, the terms of the HUD Loan Documents shall control.

4. A new Article XII shall be inserted in the Articles and a new Article X shall be inserted in the Bylaws, as follows:

ARTICLE XII - EARNINGS AND ACTIVITIES OF CORPORATION

12.1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

12.2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

12.3. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

12.4. Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

5. A new Article XIII shall be inserted in the Articles and a new Section XI shall be inserted in the Bylaws, as follows

ARTICLE XIII - DEDICATION OF ASSETS

The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof, nor to the benefit of any private individual.

6. A new Article XIV shall be inserted in the Articles and a new Section XII shall be inserted in the Bylaws, as follows.


ARTICLE XIV - DISTRIBUTION OF ASSETS

14.1. Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, including, without limitation, to an organization designated by the Board of Directors which is recognized as an exempt organization under Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes. Provided, however, the Corporation shall at all times so long as a mortgage on the property of the Corporation is held or insured by the Secretary of HUD have the power to convey its property to the Secretary of HUD or such Secretary's nominee, for exclusively public purposes. So long as the HUD Loan documents are in effect, the Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of the Secretary of HUD. Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the project, and no right to collect rents from the project, shall pass to any person who is not bound by the HUD Loan Documents in a manner satisfactory to the Secretary of HUD.

14.2. The Directors may authorize secured transactions or other dispositions of corporate assets.

IN WITNESS WHEREOF, the Directors of the Corporation have executed and delivered this Amendment as of the day and year first above written.

DIRECTORS:

DocuSigned by:

32E17029EB7540E

Adam J. Richardson, Jr.

DocuSigned by:

BD23A98DF38E415

Pamela Prier

DocuSigned by:

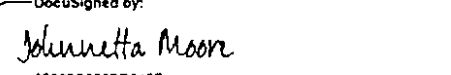
3B74B260CE454E4

Craig Gibbs

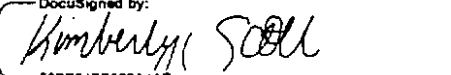
DocuSigned by:

57062B306E4248A

Al Rutland

DocuSigned by:

65892C0045B7645E

Johnnetta Moore

DocuSigned by:

50BE04B5592A4AD

Kimberly Scott

FLORIDA HOUSING FINANCE CORPORATION

EXECUTIVE DIRECTOR CERTIFICATION OF NON-PROFIT ENTITY MATERIAL PARTICIPATION

Name of Non-Profit Entity: A.M.E. Housing Agency of Florida, Inc.

Name of Proposed Development: Morris Manor Phase II

The undersigned, as Executive Director¹ of the above-referenced non-profit entity ("NP Entity"), certifies that (a) the NP Entity will substantially and materially participate in the predevelopment, management, and operation of the proposed Development throughout the compliance period, within the meaning of material participation as defined in 26 USC §469, 26 USC §42, and the applicable Request for Applications ("RFA"); and (b) the NP Entity will (i) be regularly, continuously, and substantially involved in providing services integral to the development and operation of the proposed Development; and (ii) ensure such involvement is maintained throughout the calendar year; and (c) the NP Entity meets the definition of Non-Profit as set forth in Rule Chapters 67-48 or 67-21, or in the RFA, as applicable.

In order for the Corporation to better understand the role of the NP Entity in the proposed Development, and more specifically how the NP entity will participate materially across financial, development and asset management responsibilities in the proposed Development, complete the following:

1. Is this a Joint Venture with another entity (whether non-profit or for profit) and if so, will the joint venture be turn-key or long term?

The non-profit, A.M.E. Housing Agency of Florida, Inc., is the Co-General Partner of the Applicant. The other Co-General Partner of the Applicant is SHAG Morris Manor II, LLC. Both Co-General Partners have formed a long term partnership to construct Morris Manor Phase II.

2. Describe how the Non-Profit entity will materially participate in the proposed Development. As set forth in Section 42 of the IRC, and as defined in Section 469(h) of the IRC, a non-profit entity shall be treated as materially participating in an activity only if the entity is involved in the operations of the activity on a basis which is regular, continuous, and substantial.

The non-profit will be continuously and substantially involved in all aspects of the development process, including attending meetings seeking financing, working with architects to finalize the project plans, and participating in construction meetings. The non-profit will also be involved in the management and on-going operations of Morris Manor Phase II.

3. Briefly describe the following as it pertains to the Non-Profit entity:

- Developer experience
- Property (land)

¹ If the NP Entity does not have a position called Executive Director, the individual that is comparable to an Executive Director (e.g., President, Chief Executive Officer, etc.) will be considered the Executive Director. This individual must be identified on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) as the Executive Director of the NP Entity.

- Access to local government funding
- Local Government/other relationships
- Access to supportive services
- Financial strength

The non-profit does not have developer experience or local government funding. The non-profit currently owns the vacant parcel of land where Morris Manor Phase II is to be located. The non-profit does have local government relationships and access to supportive services. It is a financially sound entity.

4. Will the Non-Profit entity participate in the procurement of pre-development funding, construction financing, and operations funding? Explain.

Yes, the non-profit will assist in evaluating proposals from lenders, negotiations, and making a selection of any necessary pre-development funding, construction financing, and operations funding

5. Will the Non-Profit entity be involved in the financial decision affecting guarantees during construction? Explain.

The non-profit is not providing the guarantees during construction. Therefore, the non-profit will have input on financial decisions affecting the guarantees during construction, but not final decision-making authority.

6. How will the Non-Profit entity be involved in project management during the construction phase?

The non-profit will be involved in managing the construction phase by participating in construction meetings, providing input on design, and assisting in making decisions regarding materials and finishes.

7. How will the Non-Profit entity be involved in the management of community/political relationships?

The non-profit will work closely with the its Co-General Partner in managing community and political relationships and will act as the steward for the project with local stakeholders and municipal agencies.

8. Describe how the Non-Profit entity will be involved in the operations and management decisions, including:

- Tenant leasing, including income targeting and mitigating barriers to entry
- Marketing the property through relationships with the community

The non-profit will work directly with the property manager, so will be intricately involved in developing a management plan, leasing any vacant units, coming up with creative strategies to mitigate barriers to entry, and marketing the property.

Frank M. Reid III
Name of Executive Director

DocuSigned by:

Frank M. Reid, III

34F3596B25EB46C...

Signature of Executive Director

7/31/2023

Date Signed

Attachment 3

Exhibit "8"

State of Florida

Department of State


I certify from the records of this office that SHAG MORRIS MANOR II DEVELOPER, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 10, 2022.

The document number of this limited liability company is L22000010542.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 13, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of July, 2023*




Secretary of State

Tracking Number: 9097116780CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment

4

Exhibit "8"

**Not
Applicable**

Exhibit "8"

Attachment 5

Exhibit "8"

**Not
Applicable**

Exhibit "8"

Attachment 6

Exhibit "8"

AGREEMENT OF SALE AND PURCHASE

(Phase II Parcel)

THIS AGREEMENT OF SALE AND PURCHASE (the "Agreement") made as of the 13th day of July, 2023 (the "Effective Date"), by and between **A.M.E. HOUSING AGENCY OF FLORIDA, INC.**, a Florida not-for-profit corporation, having an address at 9050 Norfolk Blvd., Jacksonville, Florida 32208 (the "Seller") and **Morris Manor II, LLLP**, a Florida limited liability limited partnership, having an address at 1100 NW 4th Avenue, Delray Beach, Florida 33444, and/or its assigns (the "Purchaser").

1. Description of Property. Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser, on the terms and conditions hereinafter stated, all of the following: (a) a portion of those certain premises located at 0 Norfolk Blvd., Jacksonville, Florida 33208, Duval County, Florida, particularly depicted on **Exhibit "A"** attached hereto and made a part hereof, being a portion of the property assessed under Duval County tax folio no. 037972-0100; together with all right, title and interest of Seller in and to any land lying in the bed of any street (opened or proposed) adjacent to or abutting or adjoining such premises, together with all rights, privileges, rights of way and easements appurtenant to such premises belonging to Seller, including, without limitation, all minerals, oil, or gas on or under such premises, development rights, air rights, water rights, and any easements, rights of way or other interests in, on, or under any land, highway, alley, street, or right of way abutting or adjoining such premises, (b) all buildings and other improvements, if any, located thereon (the items referred to in (a) and (b) above being collectively referred to herein as the "Real Property"), (c) all items of personal property owned by Seller that are appurtenant to the ownership, operation, and use of the Real Property (all of the foregoing, the "Personal Property"), (d) intentionally omitted, and (e) any intangible property owned by Seller that is appurtenant to the ownership, operation, and use of the Premises including the trade name "Morris Manor", any plans and specifications, surveys, catalogs, booklets, and manuals with respect to the maintenance, use, occupancy and operation of the Real Property, permits, licenses, approvals, guaranties, tenant security deposits, warranties, contracts, lease agreements, utility contracts, or other rights relating to the ownership, use, or operation of the Real Property (collectively, the "Intangibles"). All items referred to in clauses (a) through (e) herein are sometimes collectively referred to as the "Property".

2. Pre-Development Activities. Seller acknowledges that Purchaser has performed, and will continue to perform, certain pre-development activities pertaining to the Property as consideration for Seller's agreement to enter into this Agreement in lieu of placing an earnest money deposit with Seller or an escrow agent.

3. Purchase Price. The aggregate purchase price to be paid by Purchaser to Seller for the Property shall be One Hundred and No/100 Dollars (\$100.00) (the "Purchase Price").

4. Internationally Omitted.

5. Permitted Encumbrances. At Closing, Seller shall deliver the Property by duly executed special warranty deed (the "Deed") in proper form for recording, executed and

acknowledged by Seller with all stamps required by state and local law in the proper amount affixed thereto by Seller at Seller's expense, conveying good and clear record, marketable and insurable title to the Property, free and clear of all liens, claims, easements, limitations, restrictions or encumbrances whatsoever, except for the following, all of which shall be deemed the "Permitted Exceptions":

- (a) real estate taxes and assessments for the year of Closing and subsequent years not yet due and payable;
- (b) zoning restrictions and prohibitions imposed by governmental authority;
- (c) those agreements, covenants, conditions, easements, restrictions, rights of way, burdens or reservations affecting the Property, or the use thereof, of record and any other matters existing of record, which are not required to be discharged by the Seller;
- (d) all other fees and charges (including but not limited to any municipal betterments) assessed or imposed by a public body upon the Property or the operation thereof for the then current year and or future years and not yet due and payable at Closing;
- (e) any matters which an accurate survey of the Property would disclose;
- (f) Intentionally omitted;
- (g) Intentionally omitted; and
- (h) any matter disclosed by the Title Commitment or by the Survey (as such terms are defined below) which are not timely specified in Purchaser's written notice to Seller as set forth in paragraph 7(c) hereof.

6. Intentionally Omitted.

7. Title Commitment and Survey.

(a) Purchaser and Seller acknowledge that the exact legal description of the Land to be purchased by the Purchaser has not yet been determined. Within thirty (30) days after the Effective Date, Purchaser shall (at its sole cost and expense) commission and present to Seller a metes and bounds description of the Real Property and site sketch prepared by a Florida licensed surveyor (the "Legal Description"). Such Legal Description shall for all purposes become and be the legal description of the Property under this Agreement, once accepted by Seller, which acceptance shall not be unreasonably withheld, conditioned or delayed. Seller's failure to object in writing to the Legal Description within five (5) days following receipt of same shall be deemed Seller's approval of the Legal Description. Upon request by Purchaser, Seller shall execute an amendment to this Agreement confirming the description of the Property.

(b) Within thirty (30) days following Seller's acceptance of the Legal Description, Purchaser shall obtain, at Purchaser's expense, an ALTA marketability title insurance commitment (the "Title Commitment") with a fee owner's title insurance policy (the "Owner's Title Policy"), the premium of which is to be paid by Purchaser at Closing, issued by a

nationally recognized title insurance company (the "Title Company"). The Title Commitment shall show Seller to be vested with marketable and insurable fee simple title to the Property, insurable in an amount equal to the Purchase Price in accordance with the standards adopted from time to time by The Florida Bar, at standard rates.

(c) Within sixty (60) days after the date of this Agreement, Purchaser may, at Purchaser's expense, obtain a survey (the "Survey") of the Property prepared by a Florida licensed land surveyor. Purchaser shall provide a copy of the Survey to Seller promptly following Purchaser's receipt of same.

(d) Purchaser shall have until the expiration of the Inspection Period to examine the Title Commitment and Survey. If Purchaser objects to any matters shown on the Title Commitment and/or Survey, Purchaser shall, no later than the end of such period, notify Seller in writing specifying the objections (the "Title Objections"). Any matters as to which Purchaser does not so object within such period shall be deemed "Permitted Exceptions". Within ten (10) days after Seller's receipt of Purchaser's notice of Title Objections, Seller shall advise Purchaser in writing that: (i) Seller shall cause the Title Objections to be removed or remedied; or (ii) Seller shall not cause the Title Objections to be removed or remedied (except for those matters which Seller is required to remove or remedy pursuant to Section 7(f) below). If Seller does not notify Purchaser in writing of its election within the ten (10) day period, Seller shall be deemed to have elected not to cause any or all of the Title Objections to be removed or remedied. If Seller elects not to cause the Title Objections to be removed or remedied, Purchaser shall have five (5) days after receipt of Seller's notice (or lack of notice as the case may be) of which Title Objections it will not cure, to elect in writing, to: (x) proceed with the purchase and acquire the Property subject to the Title Objections which Seller has not agreed to cure, without a reduction in the Purchase Price; (y) terminate this Agreement by written notice to Seller and Escrow Agent, whereupon both parties shall be released from all further obligations under this Agreement, except those which specifically survive termination of this Agreement; or (z) allow Seller additional time to cure such Title Objections.

(e) Notwithstanding anything to the contrary contained herein, Seller shall be required to cause to be removed or remedied any mortgages, judgment liens, construction liens and other liens provided for by statute, code or ordinance, or created by express grant in writing, all to the extent any of the foregoing constitute liens or encumbrances upon the Property.

8. Inspections and Inspection Period.

(a) Purchaser will have until 5:00 p.m. Eastern Standard Time on the ninetieth (90th) day following Effective Date (the "Inspection Period"), during which Purchaser may examine any and all property documents. During the Inspection Period, Seller shall provide access to Purchaser and Purchaser's consultants and agents to the Property and all property documents.

(b) At all reasonable times and upon reasonable prior notice (which notice may be verbal or written) from Purchaser to Seller or Seller's manager or agents, Purchaser and Purchaser's contractors, consultants, employees and agents shall be, during the Inspection Period (and thereafter if this Agreement is not terminated), entitled to enter upon the Property and the

Improvements, and any portions thereof, and to conduct such tests, studies, and analyses, including, but not limited to, soil tests, environmental and hazardous material (including asbestos) tests, studies and analyses, and to take any and all other steps or actions determined by Purchaser to be necessary, proper, or appropriate to determine the feasibility (economic or otherwise) of the acquisition of the Property by Purchaser. All such reports and tests obtained by Purchaser shall be the exclusive property of Purchaser; however, Purchaser shall provide copies of all reports and tests to Seller, at no cost to Seller, if requested within ten (10) days following the termination of this Agreement.

(c) Purchaser shall cause to be repaired any physical damage to the Property and/or Improvements caused by such activities. The provisions of this subparagraph (c) shall survive the termination of this Agreement.

(d) At any time prior to the expiration of the Inspection Period, Purchaser may, in its sole and absolute discretion, and for any reason or for no reason whatsoever, terminate this Agreement upon written notification to Seller, and all rights, duties and obligations of Purchaser and Seller under this Agreement will immediately terminate, except for those which specifically survive termination.

9. Purchaser's Conditions to Closing. Without limiting any of the other conditions to Purchaser's obligations to complete the Closing set forth in this Agreement, the obligations of Purchaser under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions:

- (a) Intentionally omitted;
- (b) Intentionally omitted; and

(c) Purchaser shall have satisfied or waived in writing the "Tax Credit Contingency." For purposes of this Agreement, the term "Tax Credit Contingency" means, collectively: (i) an award from Florida Housing Finance Corporation ("Florida Housing") in connection with Request for Applications No(s). 2023-205 issued by Florida Housing for Federal Income Tax Credits under the Low Income Housing Tax Credit Program (the "Tax Credits") in an amount sufficient, in Purchaser's sole and absolute discretion, to enable Purchaser to acquire the Property and construct the improvements on the Property in accordance with Purchaser's plans therefor, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (ii) a binding commitment acceptable to Purchaser in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor. Notwithstanding the foregoing to the contrary, if the Tax Credits are not awarded, this Agreement shall be terminated and the parties shall be released from all obligations hereunder.

Purchaser shall, however, have the right to waive in writing; the conditions set forth this Section 9, in whole or in part. If such conditions have not been satisfied or waived, in whole or in part, on or prior to Closing, Purchaser shall have the right (i) to terminate this Agreement by giving written notice to Seller, and the parties shall be released of all further obligations each to the other under this Agreement, or (ii) proceed to Closing, whereby the condition(s) not otherwise satisfied shall be deemed waived by Purchaser. Notwithstanding the foregoing to the

contrary, under no circumstances shall the Closing Date be extended due to such failure to satisfy or waive the Closing conditions set forth in this Section 9, unless agreed to by Purchaser and Seller in writing.

10. Closing: Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before December 31, 2024, or at such earlier time as Purchaser and Seller agree in writing (the "Closing Date").

11. Closing Costs; Apportionment, Prorations and Adjustments.

(a) Allocation of Closing Costs. Unless otherwise provided herein, Seller and Purchaser shall allocate all closing costs between them as of the Closing Date as follows:

(i) Seller shall pay: (i) documentary stamp taxes on the Deed; (ii) the costs of recording any instruments necessary to clear title; and (iii) its own attorneys' fees incurred in connection with this transaction.

(ii) Purchaser shall pay the costs of: (i) the Survey, and any reports and inspections ordered by or through Purchaser; (ii) title search and title examination fees, all title insurance premiums, including any endorsements thereto, with respect to any title policies to be issued in connection with the purchase or financing of the Property; (iii) any documentary and intangible taxes and any other costs associated with any loans; (iv) the cost of recording the Deed; and (v) its own attorneys' fees incurred in connection with this transaction.

(iii) All governmental and quasi-governmental improvement liens which have been certified, confirmed or ratified as of the date of the Closing shall be paid by Seller. Pending governmental and quasi-governmental improvement liens shall be assumed by Purchaser.

(iv) Real property taxes are to be prorated on a daily basis between Seller and Purchaser as of midnight on the date of the Closing. Real property taxes shall be prorated on the basis of the then current year's tax bill, if available. If the Closing shall occur at a date when the then current year's taxes are not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, the taxes will be prorated upon the basis of the taxes for the most recent calendar year; provided, however, any tax proration based upon an estimate may at the request of either party be promptly readjusted when the current taxes are ascertained, and a statement to the effect is to be set forth on the Closing Statement.

(v) Intentionally Omitted.

(vi) Charges under any contracts which Purchaser has agreed to assume, if any, shall be prorated as of the Closing Date (the "Contracts").

(vii) Intentionally omitted.

(viii) Seller shall be responsible for all utility costs accruing prior to the Closing Date, and Purchaser shall be responsible for all such costs accruing after the Closing

Date. The utilities will be prorated upon the basis of the utility costs for the most recent calendar month; provided, however, any proration based upon an estimate may at the request of either party be promptly readjusted when the current utilities are ascertained, and a statement to the effect is to be set forth on the Closing Statement.

(ix) Intentionally omitted.

12. Brokers. Each party represents hereby to the other that neither party has dealt with any broker, consultant, finder, or like agent with respect to the transactions contemplated by this Agreement. Each party hereto agrees to indemnify and hold the other harmless from any claims or demands for any such commissions or fees by any person or entity claiming to have dealt with the indemnifying party. The provisions of this Section shall survive Closing or the termination of this Agreement.

13. Documents to be Delivered.

(a) Seller Deliveries. At the Closing, simultaneously with the payment of the Purchase Price by Purchaser to Seller, each party comprising Seller shall deliver or cause to be delivered the following documents and other items, all in form and substance reasonably acceptable to Purchaser: (i) the Deed conveying insurable and marketable fee simple title to all of the Real Property, subject only to the Permitted Exceptions; (ii) a bill of sale conveying any Personal Property; (iii) an assignment of Seller's right, title, and interest in and to the Intangibles; (iv) appropriate evidence of Seller's corporate existence and authority to sell and convey the Property; (v) a duly executed certificate required under the Foreign Investors in Real Property Tax Act of 1980, as amended; (vi) intentionally omitted; (vii) a closing statement executed by Seller showing all monies paid and to be paid in connection with the transaction contemplated hereby (the "Closing Statement"); (viii) corrective title instruments or documents, if any, necessary to satisfy any requirements under a title commitment for the Property; and (ix) such other documents as are customarily given in comparable transactions in Duval County, Florida and contemplated by this Agreement.

(b) Purchaser Deliveries. Purchaser shall deliver: (i) the Purchase Price adjusted for all appropriate prorated items, credits and adjustments; (ii) executed counterpart of the Closing Statement; and (iii) assumption of any associated use agreements.

14. Successors: Assigns: Assignment. Purchaser shall have the right to assign this Agreement without the prior written consent of Seller so long as the assignee is an affiliate of Purchaser that is controlled by the same persons or entities that control the general partner of Purchaser and its sole member. Purchaser may not otherwise assign this Agreement or any of the rights or benefits thereof, to any third party either before or after the Closing without the prior written consent of Seller.

15. Default.

(a) Effect of Seller Breach/Default. In the event Seller fails to convey title to the Property in default of its obligations hereunder, or in the event of any default by Seller of Seller's obligations (which default is not cured by Seller after ten (10) days' written notice by Purchaser to Seller of such default), Purchaser shall have the following rights and remedies:

(i) Purchaser shall have the right to terminate this Agreement by written notice to Seller, or

(ii) Purchaser shall have the right to specifically enforce this Agreement, or

(iii) Purchaser shall have the right to waive the default, and proceed to Closing in accordance with the provisions of this Agreement without any abatement of the Purchase Price or any right to recover damages.

(b) Effect of Purchaser Breach/Default. In the event that this transaction fails to close due to a refusal or default on the part of Purchaser, the pre-development activities conducted by Purchaser which have enhanced the value of the Property shall be agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Agreement, neither Purchaser nor Seller shall have any further obligation under this Agreement. Purchaser and Seller acknowledge that if Purchaser defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the value of the Purchaser's pre-development activities most closely approximates the amount necessary to compensate Seller in the event of such default. Purchaser and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

16. Condemnation. In the event that prior to Closing, any or all of the Property is taken as a result of condemnation or eminent domain proceedings or if notice of such a taking is received by Seller, then Purchaser may, by written notice to Seller, elect to: (x) terminate this Agreement, and neither party shall have any further obligations to the other (except for those obligations which expressly survive termination of this Agreement); or (y) proceed with the purchase of the Property, in which case Seller shall, at Closing, assign to Purchaser all of Seller's right, title and interest in and to any awards made on account of the taking. Unless Purchaser elects by written notice to Seller delivered within fifteen (15) days after Purchaser's receipt of written notice from Seller of such condemnation or eminent domain proceedings, Purchaser shall be deemed to have elected to terminate this Agreement.

17. Notices. Any notices to be given to either party in connection with this Agreement must be in writing and given by hand delivery, Federal Express (or equivalent service), certified mail, or electronic transmission (with confirmation of delivery and read receipt). Such notice shall be deemed to have been given and received three days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, or if hand delivered, delivered by Federal Express or other equivalent service or by electronic transmission, when actually received. Such notices shall be given to the parties at the following addresses, or to such other address as a party may specify by duly given notice:

As to Purchaser:

Morris Manor II, LLLP
1100 NW 4th Avenue
Delray Beach, FL 33444
Attn: Darren Smith
E-mail: dsmith@smithhenzy.com

As to Seller:

A.M.E. Housing Agency of Florida, Inc.
9050 Norfolk Blvd.
Jacksonville, Florida 32208
Attn: Pamela D. Prier
E-mail: _____

18. Time is of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

19. Captions and Section Headings. Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

20. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by e-mail (pdf) or facsimile transmission shall constitute effective execution and delivery of this Agreement and signatures of the parties transmitted by e-mail (pdf) or facsimile shall be deemed to be originals for all purposes.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

23. Governing Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida without application of conflict of laws principles. Venue for any litigation under this Agreement shall be in Duval County, Florida.

24. Gender. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

25. Entire Agreement. All understandings and agreements heretofore made between the Parties are merged in this Agreement. This Agreement contains and sets forth the entire understanding between Seller and Purchaser, and it shall not be changed, modified or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification or amendment is sought. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

26. Relationship. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and

Purchaser other than the relationship of a buyer and seller of real and personal property as set forth in this Agreement.

27. Modification. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

28. Saturday, Sundays and Holidays. In the event that any date herein provided occurs on a Saturday, Sunday or legal holiday, then such date shall be deemed extended to the next full business day thereafter occurring.

29. NO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ACCEPTANCE OF THIS AGREEMENT.

30. Attorney's Fees. In connection with any litigation brought to enforce or interpret this Agreement, before or after Closing, the prevailing party shall be entitled to recover all costs therein incurred including reasonable attorneys' fees at trial and on appeal.

31. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[The remainder of this page is intentionally left blank. Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLER:

A.M.E. Housing Agency of Florida, Inc., a
Florida not-for-profit corporation


By: 
Pamela D. Prier
Vice President

Dated: July 13, 2023

PURCHASER:

Morris Manor II, LLLP, Florida limited
liability limited partnership

By: SHAG Morris Manor II, LLC,
a Florida limited liability
company, its Co-General Partner

By: 
Darren Smith
Authorized Member

Dated: July 13th, 2023

Exhibit "A"

Depiction of Property



Exhibit "8"

Attachment

7

Exhibit "8"

RAYMOND JAMES

July 17, 2023

Mr. Darren Smith
Morris Manor II, LLLP
c/o SHAG Morris Manor II, LLC
1100 NW 4th Avenue Delray
Beach, FL 33444

Re: Project: Morris Manor Phase II
Partnership/Applicant: Morris Manor II, LLLP
Fund: To be determined
Property Location: Jacksonville, Duval County, Florida

Dear Mr. Smith,

This letter of intent for construction and permanent financing will confirm our agreement (“Agreement”) whereby Raymond James Affordable Housing Investments, Inc. (“RJAHI”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJAHI (the “RJAHI Fund”) in the above named Partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJAHI and the RJAHI Fund.

Based upon the Partnership receiving \$1,558,685 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJAHI Fund in the Project is \$14,650,174 or \$0.94 per low income housing tax credit allocated to the RJAHI Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJAHI Fund anticipates purchasing \$15,585,291 (99.99%) of the total low income housing tax credits allocated to the Applicant. The RJAHI Fund’s net investment is anticipated to be funded based upon the following schedule:

- 20% (\$2,930,035) paid prior to or simultaneous with the closing of construction financing
- 60% (\$8,790,104) paid at construction completion
- Balance (\$2,930,035) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$2,930,035.

This letter of intent is subject to RJAHI’s satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJAHI of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

Raymond James Tax Credit Funds, Inc.
A Subsidiary of Raymond James Financial, Inc.

880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-503-8055 Fax

Visit us at www.rjahi.com

Exhibit "8"

Since 1987, Raymond James Affordable Housing Investments and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,200 properties nationwide. We look forward to working with you.

Sincerely,




Sean Jones
VP - Director of Acquisitions
Raymond James Affordable Housing
Investments, Inc.

Acknowledged and Accepted:

Morris Manor II, LLLP, a Florida
limited liability limited partnership

By: SHAG Morris Manor II, LLC, a Florida limited liability
company, its Co-General Partner

By: 
Name: Darren Smith
Title: Authorized Member

Attachment 8

Exhibit "8"



July 24, 2023

Morris Manor II, LLLP
c/o SHAG Morris Manor II, LLC
1100 NW 4th Ave.
Delray Beach, FL 33444

Re: Multifamily Bond Application for Morris Manor Phase II – Florida Housing RFA 2023-205

Dear Mr. Smith:

This correspondence confirms that the application for tax-exempt bond financing in the amount of not-to-exceed \$18,000,000, was submitted by or on behalf of Morris Manor II, LLLP, to the Jacksonville Housing Finance Authority prior to the date hereof for the development of the 94-unit, Morris Manor Phase II project. The Authority acknowledges that the Bonds for this project are available, and the bonds have not closed. Furthermore, the bonds will not close prior to the application deadline for RFA 2023-205.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Smith", is written over a horizontal line. The signature is stylized and cursive.

Bernard E. "Barney" Smith
Chairman
Jacksonville Housing Finance Authority

Attachment 9

Exhibit "8"

**Not
Applicable**

Exhibit "8"

Attachment 10

Exhibit "8"

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Morris Manor Phase II

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


The City/County of Jacksonville, commits \$ 104,000 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ 75,889.92.

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

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.


Signature
Karen Bowling
Chief Administrative Officer
Print or Type Name
Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Karen Bowling
Print or Type Name
8/1/2023
Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

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

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 07-2022)

Exhibit "8"

Attachment

11

Exhibit "8"

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Morris Manor Phase II

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


The City/County of Jacksonville, commits \$ 104,000 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ 75,889.92.

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

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.


 Signature _____
 Karen Bowling
 Chief Administrative Officer
 Print or Type Name: Mayor Donna Deegan
 Under Authority Of:
 Executive Order No: 2023-02

Karen Bowling
 Print or Type Name _____
8/1/2023
 Date Signed _____

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

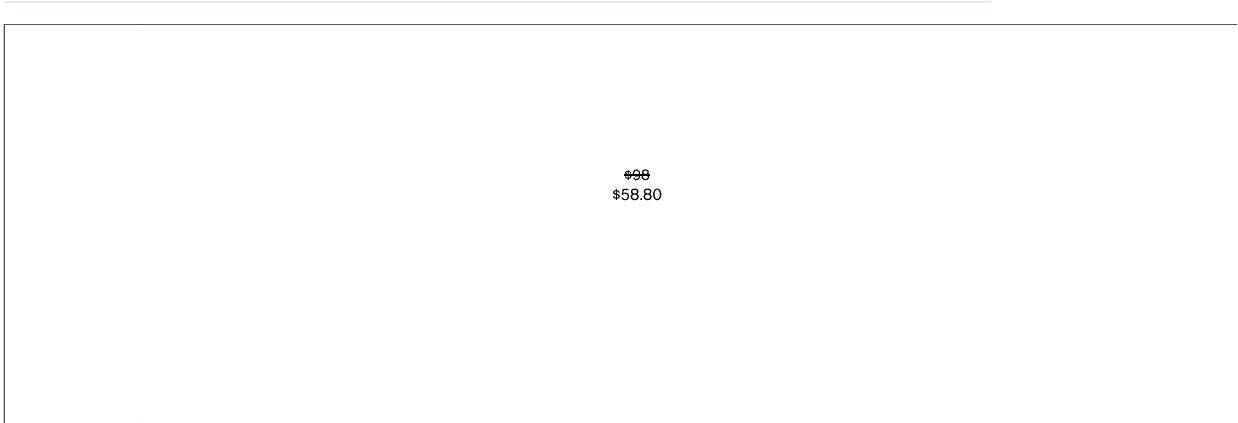
This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land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

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 07-2022)

Exhibit "8"

WEATHER ALERT A river flood warning and a rip current statement in effect for 6 regions in the area



\$\$\$
\$58.80

LOCAL NEWS

Northwest Jacksonville elementary will be most modern school in district once completed, district says

Travis Gibson, Digital reporter/editor

Published: January 12, 2023 at 4:12 PM

Updated: January 12, 2023 at 5:50 PM

Tags: Education, Duval County, Jacksonville, DCPS



NOW PLAYING

UP NEXT

Northwest Jacksonvi...

School Board meets...

Clay County leads...

Duval County Schoo...

Hundreds of...



JACKSONVILLE, Fla. – A Northwest Jacksonville school that was described as dilapidated is in the middle of a major renovation.

And it's not just a face-lift.

Crews completely demolished Rutledge Pearson Elementary and are rebuilding it from the ground up. When it's done, the district said it will be the most modern school in the county.

Crews on Thursday celebrated that the school in the Sherwood Forest neighborhood has been completely roofed. When it's all done, it will be unrecognizable from what stood there before.



Rendering of new Rutledge H. Pearson Elementary which is set to be completed August 2023. (Copyright 2022 by WJXT News4jax - All rights reserved.)

The \$40 million project is quickly moving along and includes things like a new second floor and new play fields.

The school will serve 900 students and combine Henry Kite, Martin Luther King Jr., and Rutledge Pearson elementary schools into one large state-of-the-art campus.

MORE: DCPS moves forward with 4 transformational new school projects funded by half-cent sales tax

"Not just school infrastructure, the walls, the cafeteria area being especially reinforced as a hurricane shelter which is desperately needed for this part of town and the county. It's also going to have the most modern teaching technology, learning walls, speaker systems, sound systems, interactive systems, high internet capability, wireless capability. It will be, really, a very modern school facility. Probably the most modern we will have in Duval County," said Paul Soares, DCPS Assistant Superintendent of Operations.



Pearson ES August 2022 v4

Jacobs Official

02:59



Rutledge Pearson Elementary is one of 28 transformative replacement or new school projects across the city funded by the half-cent sales tax that was approved by Duval County voters in 2020.

The tax money will go toward more than \$1.5 billion worth of outstanding maintenance projects, which the district said were put off due to state funding cuts.

If you want to see how the district is using the sales tax money to revitalize schools, and more details about the projects in your area, [click here](#).

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ABOUT THE AUTHOR:



Travis Gibson

Digital reporter who has lived in Jacksonville for more than 25 years and focuses on important local issues like education and the environment.

[email](#) [twitter](#)

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Suspect captured after high-speed chase, 6-hour manhunt in woods near I-10 in Baker County



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Braver JANUARY 13, 2023

Long overdue thanks DCSB

REPLY 0 0



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Exhibit "9"

BW **Brenda Williams** JANUARY 12, 2023
 Just wait a couple of years and the new school will look just as bad as the old school!
 REPLY 1 0

JO **John343** JANUARY 12, 2023
 State of the art metal detectors also.
 REPLY 1 1

Keepingreal JANUARY 12, 2023
 HAHAHHA. Shouldn't that be an obvious? That's like saying this new car has more technology than the old one? I would hope so.....
 REPLY 3 0

LJ **Lj Jackson** JANUARY 12, 2023
 It will be run down quickly
 REPLY 2 REPLIES 3 1

KK **KR Kan** JANUARY 12, 2023
 Reply to **Lj Jackson**
 What makes you say that?
 REPLY 1 REPLY 0 1

JO **John343** JANUARY 12, 2023
 Reply to **KR Kan**
 Naive much?
 REPLY 1 1

Add your reply

SU **Suzyqueue** JANUARY 12, 2023
 Will it have Covid resistant desk shields
 REPLY 0 1

These Trucks Hate The IRS JANUARY 12, 2023
 Will it have the most advanced security scanners as well?
 REPLY 1 1

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Mayor Deegan to meet with President Biden, other mayors to discuss gun violence
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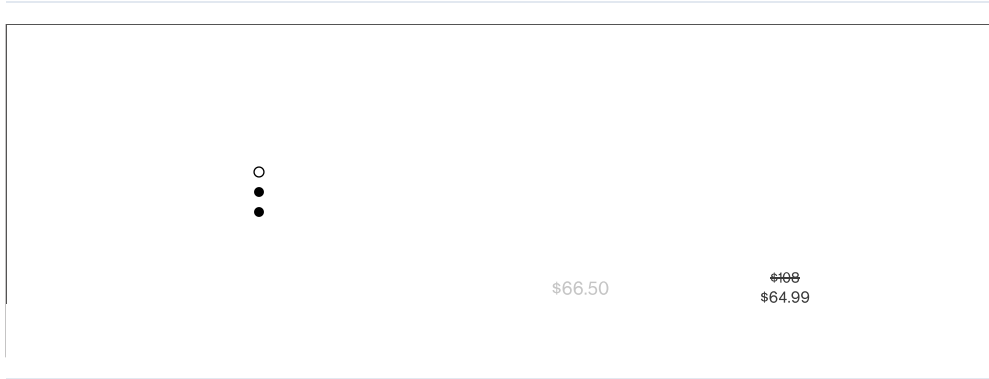
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A river flood warning and a rip current statement in effect for 6 regions in the area



LOCAL NEWS

New Rutledge H. Pearson Elementary opens for students with \$40M in upgrades

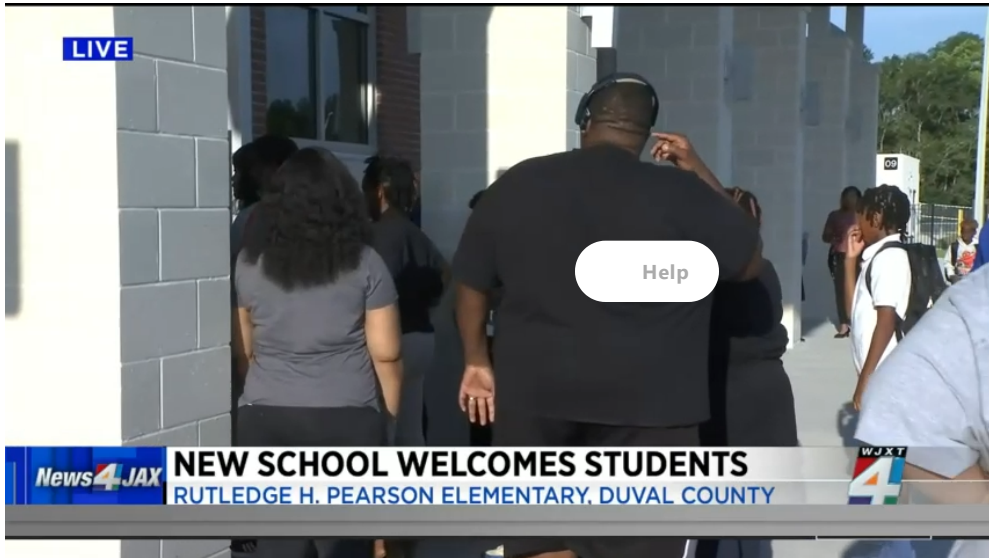
Newest public school in Northwest Jacksonville in 15 years ready for 2023-2024 school year

Aaron Farrar, News4jax reporter

Published: August 14, 2023 at 6:00 AM

Updated: August 14, 2023 at 10:21 AM

Tags: Back To School, Duval County, Morning Show, Money



NOW PLAYING

New Rutledge H...

Countdown to...

What you need to...

Property tax increas...

Reaction to Go



Exhibit "9"



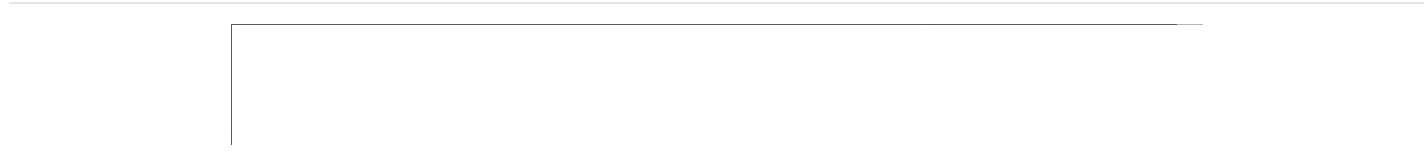
It is one of 28 projects in Duval County **paid for by the half-cent sales tax** that voters approved in 2020.

District officials are calling the new school **"the most modern school in the district."**

RELATED: Northwest Jacksonville elementary will be most modern school in district once completed, district says | DCPS moves forward with 4 transformational new school projects funded by half-cent sales tax

It cost \$40 million to create the building that replaced the old school.

The district said the 900 students who will walk through the doors Monday deserve the upgrades they will experience.



"By updating our school facilities, we can assure that they have the best possible learning environment and are set on a path to success," Mayor Donna Deegan said.

Students from the old Rutledge Pearson Elementary, Henry Kite and Martin Luther King Jr. Elementaries will all combine and be on the new school campus together.

Pearson Elementary is the newest public school in Northwest Jacksonville in 15 years, and the upgrades are readily visible.

The cafeteria is equipped to be an emergency shelter, if necessary.

The abundant technology includes learning walls, state-of-the-art interactive systems and speaker and sound systems.

The school is named after civil rights icon and Jacksonville native Rutledge H. Pearson, who among plenty of other historic moments was instrumental in the integration of Jacksonville schools.

His son is thankful to see this moment.

"Our family, the Pearson family, thanks everybody here for their contribution," Rutledge H. Pearson Jr. Said. "For the fight of freedom was not for just Black people, it is for everybody."

The new school is opening on time after a few years of construction, reaping the benefit of money from the half-cent sales tax approved by voters to support more than \$1 billion worth of maintenance projects that the district said were delayed because of state funding cuts.

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ABOUT THE AUTHOR:



Aaron Farrar

Morning Show reporter

[email](#) [facebook](#) [twitter](#)

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Suspect captured after high-speed chase, 6-hour manhunt in woods near I-10 in Baker County

Exhibit "9"



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Lyana Sawyer



VA giving veterans a chance to get help with PACT Act, claims, benefits, and more



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Elementary

Middle

High

ESE


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Suspicious Activity Reporting App

2023-24 School Calendar


DATES	INFORMATION
August 7–11, 2023	Employee Planning/Inservice (No School for Students)
August 14, 2023	First Day of School – First Nine–Week Period Begins
August 30, 2023	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
September 4, 2023	Labor Day – Schools/Admin Offices Closed
September 27, 2023	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
October 11, 2023	First Nine–Week Period ends
October 16, 2023	Employee Planning/Inservice (No School for Students)
October 25, 2023	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
October 27, 2023	Schools open (former Weather Day)
November 10, 2023	Schools/Admin Offices Closed
November 22, 2023	Thanksgiving Break – Schools Closed
November 23 & 24, 2023	Thanksgiving Break – Schools/Admin Offices Closed
November 29, 2023	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
December 1, 2023	Schools open (former Weather Day)
December 13, 2023	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
December 21, 2023	Second Nine–Week Period ends
December 21, 2023 to January 5, 2024	Winter Break – Schools Closed
December 22, 2023 to January 1, 2024	Winter Break – Schools/Admin Offices Closed
January 8, 2024	Employee Planning/Inservice (No School for Students)
January 9, 2023	Classes Resume (Students Report to School) – Third Nine–Week Period Begins
January 15, 2024	Martin Luther King Day – Schools/Admin Offices Closed
January 31, 2024	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.

February 19, 2024	Presidents Day – Schools Closed
February 28, 2024	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
March 13, 2024	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
March 14, 2024	Third Nine–Week Period Ends
March 15, 2024	Employee Planning/Inservice (No School for Students)
March 18–22, 2024	Spring Break – Schools/Admin Offices Closed
March 25, 2024	Fourth Nine–Week Period begins
March 29, 2024	Schools/Admin Offices Closed
April 24, 2024	Early Release Day – Students are dismissed an hour and 45 minutes earlier than normal dismissal time on early dismissal days.
May 27, 2024	Schools/Admin Offices Closed – Memorial Day
May 28, 2024	Special Early Release Day – Students dismissed 3 hours earlier than normal dismissal time.
May 29, 2024	Special Early Release Day – Students dismissed 3 hours earlier than normal dismissal time.
May 30, 2024	Special Early Release Day – Students dismissed 3 hours earlier than normal dismissal time.
May 31, 2024	Special Early Release Schedule – Students will be dismissed three hours earlier than standard dismissal time. Last Day of School/Fourth Nine–Week Period ends.
June 3, 2024	Weather Day
June 4, 2024	Weather Day
June 5, 2024	Weather Day
June 6, 2024	Employee Planning/Inservice Day
June 7, 2024	Employee Planning/Inservice Day
June 19, 2024	Juneteenth – Schools/Admin Offices Closed


District Calendars

- 

Updated – District Calendar 2023–24
Revised to reflect updates related to storm Idalia.


- 

Updated – A/B District Calendar 2023–24
Revised to reflect updates related to storm Idalia.


- 

District Calendar 2024–25



Board Meeting Calendars

[Board Meeting Calendar](#)

[Board Meeting Notices](#)

School Day Hours

[2023-2024 Bell Times](#)

Assessments and Testing Calendar

[District and State Testing Calendars](#)

Other Calendars - Important Dates

Customize Calendar View

← Sep 2023 →

Month	Day	List
-------	-----	------

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
3	4 Labor Day - Schools ...	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27 Early Release Day	28	29	30



Enrollment



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Oneview/Focus Sign In



Blended Learning



School Locator



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District Calendar



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Duval County Public Schools

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904-390-2000



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