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FLORIDA HOUSING
FINANCE CORPORATION

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

HTG OASIS, LLC,

Petitioner,

CASE NO. 2021-084BP
Application #2022-099C

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

FORMAL WRITTEN PROTEST
AND PETITION FOR ADMINISTRATIVE HEARING

Petitioner, HTG Oasis, LLC (“Petitioner”), files this Formal Written Protest and Petition for Administrative Hearing (“Petition”) pursuant to sections 120.57(1) and (3), Florida Statutes, and Rules 67-60 and 28-110.004, Florida Administrative Code (“F.A.C.”), to challenge the eligibility determinations, evaluations and proposed allocations set forth in the Notice of Intended Decision posted on October 22, 2021, by Respondent, Florida Housing Finance Corporation (“Florida Housing”), relative to Request for Applications 2021-203 Housing Credit Financing For Affordable Housing Developments Located In Miami-Dade County (“The RFA”).

Parties

1. Petitioner is a Florida limited company engaged in the business of providing affordable housing. Petitioner's address is 3225 Aviation Avenue, 6th Floor, Coconut Grove, Florida 33133. For purposes of this proceeding Petitioner's address, telephone number and email address are those of its undersigned counsel.

2. Florida Housing is the affected agency. Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301. Florida Housing's file number for Petitioner's application is 2022-099C.

3. Florida Housing is a public corporation created by Section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing and related facilities in Florida.

Notice

4. Petitioner received notice of Florida Housing's intended decision to award funding pursuant to the RFA on October 22, 2021, when Florida Housing posted RFA 2021-203 Board Approved Preliminary Awards (Exhibit A) and the Board Approved Scoring Results (Exhibit B) on its website. Petitioner was not included in those applications selected for a preliminary award.

5. Petitioner timely filed its Notice of Intent to Protest Florida Housing's intended award decisions on October 27, 2021. See Exhibit C.

Background

6. Florida Housing administers several programs aimed at assisting developers in building affordable housing in the state in an effort to protect financially marginalized citizens from excessive housing costs. A portion of the units constructed with funding from these programs must be set aside for residents at or below a specified percentage of area median income.

7. One of the programs through which Florida Housing allocates resources to fund affordable housing is the State Housing Credit Program (the "Tax Credit Program"), which is established in Florida under the authority of Section 420.5093, Florida Statutes. Florida Housing is the designated entity in Florida responsible for allocating federal tax credits to assist in financing the construction or substantial rehabilitation of affordable housing.

The RFA

8. Chapter 67-60, F.A.C., establishes “the procedures by which the Corporation shall . . . [a]dminister the competitive solicitation process to implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S.” See Rules 67-60.001 and 60.001(2), F.A.C.

9. On July 20, 2021, Florida Housing issued the RFA seeking applications for tax credit funding of affordable housing projects located in Miami-Dade County. The RFA was issued pursuant to and in accordance with Rules 67-60.001 and 67-60.003, F.A.C. Modifications to the RFA were posted on August 20, 2021.

10. The RFA was issued by Florida Housing as the competitive solicitation method for allocating funding to competing affordable housing developments. The RFA solicited proposals from qualified applicants for the award of an estimated \$7,263,670 of Housing Credits for proposed Developments located in Miami-Dade County. See RFA, pp. 2. Applications in response to the RFA were due on August 27, 2021 (the “Application Deadline”).

11. Florida Housing received numerous applications in response to the RFA. Petitioner timely submitted an application in response to the RFA requesting financing for its affordable housing project. Petitioner’s application satisfies all of the required elements of the RFA and is eligible for a funding award.

12. All applicants must meet the requirements set forth in the RFA, include the specified exhibits and comply with the requirements of Chapter 67-60, 67-48 and 67-53, Florida Administrative Code. See RFA pp. 6-7. The RFA sets forth the information required to be provided by an applicant and provides a general description of the type of projects that will be considered eligible for funding. See RFA pp. 67-72. The RFA further delineates the funding

selection criteria providing that only applications that meet all of the Eligibility Items will be eligible for funding and considered for funding selection. See RFA p. 67.

13. The RFA set forth goals for funding, including the selection of one proposed development in each of the following categories: (1) one proposed development of Family demographic that is located in a Geographic Areas of Opportunity / SADDAs, (2) one proposed development that qualifies as an Elderly (Non-ALF) demographic development and (3) one proposed development that qualifies as a Urban Center Development, with a preference that the proposed development be located in a Tier 1 Urban Center. A development selected will only count toward one goal. See RFA, p. 73.

14. The Applications were sorted in the following Order:

The highest scoring Priority I Applications will be determined by first sorting together all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order. This will then be repeated for Priority II Applications:

a. First, by the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.10.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);

b. Next, by the Application's eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.b.(4) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);

c. Next, by the Application's Leveraging Classification, applying the multipliers outlined in Item 3 of Exhibit C of the RFA (with Applications having the Classification of A listed above Applications having the Classification of B);

d. Next, by the Application's 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);

e. Next, by the Application's eligibility for the Florida Job 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);

f. And finally, by lottery number, resulting in the lowest lottery number receiving preference.

15. The Funding Selection Process was as follows:

a. Goal to fund one Family Application that qualifies for the Geographic Areas of Opportunity / SADDA Goal

The first Application selected for funding will be the highest ranking eligible Priority I Family Application that qualifies for the Geographic Areas of Opportunity / SADDA Goal. If there are none, then the first Application selected for funding will be the highest ranking eligible Priority II Family Application that qualifies for the Geographic Areas of Opportunity / SADDA Goal.

b. Goal to fund one Elderly (Non-ALF) Development

The next Application selected for funding will be the highest ranking eligible Priority I Application that qualifies as an Elderly (Non-ALF) Development. If there are none, then the next Application selected for funding will be the highest ranking eligible Priority II Application that qualifies as an Elderly (Non-ALF) Development.

c. Goal to fund one Urban Center Development

The next Application selected for funding will be the highest ranking eligible Priority I Application that qualifies as a Tier I Urban Center Development.* If there are none, then the next Application selected for funding will be the highest ranking eligible Priority I Application that qualifies as a Tier II Urban Center Development.* If there are none, then the next Application selected for funding will be the highest ranking eligible Priority II Application that qualifies as a Tier I Urban Center Development.*If there are none, then the next Application selected for funding will be the highest ranking eligible Priority II Application that qualifies as a Tier II Urban Center Development.*

*If this Application cannot be fully funded, it will be entitled to receive a Binding Commitment for the unfunded balance.

See RFA, p. 74.

16. Florida Housing received numerous applications in response to the RFA. See Exhibit B. Of the applications received, 3 were preliminarily selected for funding. See Exhibit A.

17. Petitioner timely submitted an application in response to the RFA requesting financing for its affordable housing project Oasis at Aventura (“Oasis”) located in Miami-Dade County. Petitioner’s application satisfied all of the required elements of the RFA and is eligible for funding under Goal #3, as a Tier I Urban Center Development.

18. The initial evaluation and scoring of the RFA responses was conducted by a Review Committee comprised of Florida Housing staff assigned to score specific portions of the responses. The Review Committee scored the applications and developed a chart listing the eligible and ineligible applications. See Exhibit B. The Review Committee also applied the funding selection criteria set forth in the RFA to develop a proposed allocation of housing tax credits to eligible participants. The preliminary rankings and allocations were presented to and approved by the Florida Housing Board on October 22, 2021. See Exhibit A.

19. The RFA and applicable rules provide an opportunity for applicants to file administrative challenges to the scoring and rankings set forth in the preliminary allocations. After the resolution of the administrative challenges, results will be presented to the Florida Housing Board for final approval prior to issuing invitations to the applicants in the funding range to enter the credit underwriting process.

20. Because of errors in the eligibility determinations, scoring and ranking process, applications were included in the rankings that should have been deemed ineligible. Two applications (Coco Palm Place and Lofts on 36) initially deemed eligible for funding are currently ranked higher than Petitioner’s application under Tier I goal to fund one Urban Center Development (“Goal #3”). If Florida Housing had properly evaluated the higher-ranked applicants

noted above, Petitioner would have been awarded the housing tax credits for its proposed development in Miami-Dade County under the Tier I Goal #3. As set forth below, the eligibility determinations and preliminary ranking of the two applications failed to take into account the failure of each applicant meeting certain mandatory Eligibility Items set forth in the RFA and applicable Rules. Consequently, a correct determination of the developments eligible for funding under the RFA has not been made.

21. Specifically, Coco Palm Place (Application number 2022-095C), was preliminarily determined eligible and selected for funding under Goal #3, Tier I Urban Center Development. See Exhibit A. As is more fully explained below, Coco Palm Place should be deemed ineligible for funding because it is readily apparent that this application and a separate application under the name Princeton Palms (Application number 2022-097C) are related submissions for the same development site and are a common or related scheme of development, contrary to the requirements of Rule 67-48.004(1), F.A.C.

22. In addition, Lofts on 36 (Application number 2022-085C), although not selected for funding, would be next in line under Goal #3 for funding if Coco Palm Place were determined to be ineligible. See Exhibit B. Florida Housing erred in determining that Lofts on 36 met the qualifications and criteria to be considered eligible for a funding award. As is more fully explained below, Lofts on 36 did not properly list all Principals for the Developer and in addition failed to provide necessary evidence demonstrating site control as of the Application Deadline. Thus, Lofts on 36 does not meet the mandatory eligibility requirements for funding eligibility.

Substantial Interests Affected

23. Petitioner's substantial interests are affected because deeming Coco Palm Place and Lofts on 36 eligible for funding results in both applications being preliminarily deemed to have

higher priority of being funded than Petitioner under Goal #3, Urban Center Development, pursuant to the Funding Section Criteria set forth in the RFA. See *Madison Highlands, LLC v. Florida Housing Finance Corp.*, 220 So. 3d 467, 474 (Fla. 1st DCA 2017).

Errors in the Preliminary Awards and Determinations of Eligibility

Coco Palm Place – Same Development Site and Related Scheme of Development

24. The RFA at Section Three (III F. 3.) indicates that all applicants responding to the RFA will be subject to the provisions of the RFA and Chapter 67-48, F.A.C. See RFA, p. 6-7

25. Rule 67-48.004(1), F.A.C., provides:

(1) SAIL, HOME and Housing Credit Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same competitive solicitation process, that have the same demographic commitment and one or more of the same Financial Beneficiaries, will be considered submissions for the same Development site if any of the following is true:

(a) Any part of any of the property sites is contiguous with any part of any of the other property sites, or

(b) Any of the property sites are divided by a street or easement, or

(c) It is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development.

If two or more Applications are considered to be submissions for the same Development site, the Corporation will reject all such Applications. [Emphasis added.]

26. Coco Palm Place (Application number 2022-095C) and Princeton Palms (Application number 2022-097C) are contiguous, have the same financial beneficiaries and same demographic commitment, and therefore should be considered submissions related to the same Development site and are part of a common or related scheme of development, contrary to the requirements of Rule 67-48.004(1), F.A.C., and consequently under the terms of the RFA and the Rule, those applications should be rejected.

27. Coco Palm Place and Princeton Palms both applied under the Elderly/Non-ALF demographic commitment. In addition, the proposed developments share the same Financial Beneficiary. A “Financial Beneficiary” is defined in Rule 67-48.002(58), F.A.C., as

. . . any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development . . .

Both Coco Palm Place and Princeton Palms share the following same Financial Beneficiaries in both their Principal Disclosure for Applicant and Developer: Interurban, LLC, Melanie Ribeiro, Christopher M Shelton, Edward L Romero, Leo W. Gerard, Maria C. Cardone, Erica Schmelzer, Mary Anderson, Maxine Carter, Eric Dean, Ellen Feingold, Tony Fransetta, Robert Martinez, Paulo Melo, Lou Moret, John Olsen, Cecil Roberts, Roger Smith, Nelson Stabile, Victor Ballestas, Jacob Morrow, EHDOC Development Services, LLC, and Elderly Housing Development and Operations Corporation. Moreover, the proposed developments are contiguous in that the properties share a common boundary.

28. Because Coco Palm Place and Princeton Palms have the same demographic commitment, one or more of the same Financial Beneficiaries, and the properties are contiguous, Coco Palm Place and Princeton Palms submissions are for the same development site as defined in Rule 67-48.004(1), F.A.C., and thus those applications must be rejected. Furthermore, it is readily apparent from the Applications that the properties are part of a common or related scheme of development. Both Coco Palm Place and Princeton Palms provided as Attachment 8 in their applications, the same contract for purchase and sale of real property showing the same seller entity (Forkland LLC), the same “Original Buyer” (Integra Real Estate, LLC), and the same legal description.

29. After Coco Palm Place’s Application is determined ineligible for funding, Lofts on 36’s Application, which was not preliminarily selected for funding, would move into the

funding award under Tier I Goal #3, Urban Center Development. However, as further set forth below, Lofts on 36 also fails to meet the RFA qualifications and is consequently not eligible for funding.

Lofts on 36 – Principals Disclosure Form Re: Developers & Site Control

A. The Principals of the Developer Were Incorrectly Listed on the Principals Disclosure Form

30. The RFA requires Applicants to identify the Applicant, Developer and all affiliates of the proposed Development on a properly completed Principals Disclosure Form (the “Disclosure Form”) as a mandatory eligibility item. The RFA provides:

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

(1) Eligibility Requirements

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) (“Principals Disclosure Form”) as outlined in Section Three above. Prior versions of the Principal Disclosure Form will not be accepted.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline.

A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals. Per subsection 67-48.002(94), F.A.C., any Principal other than a natural person must be a legally formed entity as of the Application deadline.

For Housing Credits, the investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified on the Principal Disclosure Form.

See RFA, p. 12.

31. “Principal” is defined as:

- (a) For a corporation, each officer, director, executive director, and shareholder of the corporation.
- (b) For a limited partnership, each general partner and each limited partner of the limited partnership.
- (c) For a limited liability company, each manager and each member of the limited liability company.
- (d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.
- (e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority. [Emphasis added.]

See Rule 67-48.002(94), F.A.C.

32. In its Application, Lofts on 36 failed to disclose all of the Principals of the Developer and erroneously identified other natural persons as managers/members in its place. A copy of the Principal Disclosure Form for the Developer is attached hereto as Exhibit D.

33. At the first Principal Disclosure Level, Lofts on 36 identified the Principals of the Developer as: Green Mills Holdings, LLC (the Managing Member) and Green Mills Investments, LLC (the Member). At the second Principal Disclosure Level, Lofts on 36 failed to properly identify the Principals for Green Mills Investments, LLC. The disclosure form erroneously identifies Oscar Sol and Mitchell Rosenstein as managers and members of Green Mills Investments, LLC, when they are not. Moreover, according to the Florida Secretary of State's office, the sole Managing Member of Green Mills Investments, LLC is Green Mills Holdings, LLC as of the application deadline. Therefore, Lofts on 36 failed to identify one of the Principals of the Developer (Green Mills Holdings, LLC) as required by the RFA and Rule Chapter. See Exhibit E.

34. Because Lofts on 36's failure to disclose all Principals of the Developer is a material deviation from the requirements of the RFA, the Application is ineligible for funding. See HTG Village View, LLC, Petitioner v. Marquis Partners, Ltd., and Florida Housing Finance Corporation, DOAH No. 18-2156BID (DOAH July 27, 2018, FHFC Nov. 17, 2018).

B. Lofts on 36's Application Fails to Demonstrate Site Control

35. As a mandatory eligibility item, the RFA requires an Applicant to demonstrate that it has site control as of the Application Deadline. See RFA, p. 37. The evidence must be included with the application when submitted to be considered. See RFA, p. 2.

36. With respect to demonstrating site control, the RFA states, in pertinent part:

7. Readiness to Proceed

a. Site Control

Demonstrate site control by providing, as Attachment 8 to Exhibit A, the properly completed and executed Florida Housing Finance Corporation Site Control Certification form (Form Rev. 08-18), which is provided on the RFA Webpage. For the Site Control Certification form to be considered complete, as an attachment to the form, include the documentation required in Items (1), (2), and/or (3), as indicated below, demonstrating that it is a party to an eligible contract or lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

(1) An eligible contract must meet all of the following conditions:

(a) It must have a term that does not expire before February 28, 2022 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than February 28, 2022; . . . [Emphasis added.]

See RFA, p. 37.

37. Lofts on 36 included with its application a copy of an Assignment of Vacant Land Contract to Lofts on 36 along with the Vacant Land Contract (the “Contract”). See Exhibit F. The Contract and Assignment do not demonstrate site control as required by the RFA because the face of the documents do not provide firm evidence that the contract will remain in effect through February 28, 2022.

38. The Contract specifically provides:

The transaction will close on 9/10/2021 (“Closing Date”) unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. [Emphasis added.]

See Exhibit F.

39. There is no express extension of the Closing Date set forth in the Contract. The only options for extension in the Contract relate to the Feasibility Study Period, which by the plain terms of the Contract is not tied to the Closing Date. While the Contract provides for extension of the Feasibility Study Period (see below), the ability to extend the Feasibility Study Period does not alter the specified Closing Date as the two are not tied to one another. Further, as noted above, even if the two were tied together, the Contract states that the Closing Date will prevail over all other time periods including the Feasibility Study period.

40. The “Additional Terms” section of the Contract, includes the following language regarding extensions of the Feasibility Study Period:

Buyer may, at its sole and absolute discretion, extend the “Feasibility Study Period” (and consequently the closing) for up to eighteen (18) 1 month periods, beginning on 9/10/2021.

Each Feasibility Study Period extension will occur automatically, without requiring Buyer’s notice, unless otherwise the Buyer gives notice of intent to close, AND effectively closes before the beginning of the next extension period.

At the beginning of each extension period (18th of the month), \$3,000.00 from Buyer’s Deposit shall become non-refundable, and be released to Seller by the Escrow Agent.... [Emphasis added]

See Exhibit F.

41. The Effective Date of the Contract was August 10, 2021. The Feasibility Study Period, according to the Contract was for 30 days from the Effective Date, which expired on Thursday, September 9, 2021, a calendar day BEFORE the Closing Date and BEFORE there was any ability to extend the Feasibility Study Period. As such, even if the Feasibility Study Period

was tied to the Closing Date, the Feasibility Study Period expired one calendar day before the extension option was available. Because the Application on its face does not include evidence that the Closing Date was extended prior to the expiration of the Feasibility Study Period, the Applicant has failed to demonstrate site control. Lofts on 36 failed to include evidence that it had taken affirmative action to change the September 10 Closing Date to demonstrate site control through the required February 28, 2022 date as required by the RFA. The initial extension is not automatic and would have had to be affirmatively invoked by Lofts on 36 prior to the expiration.

42. There is no documentation in the Application which evidences that Lofts on 36 availed itself of the extension provisions or that the Contract was actually extended through February 28, 2022. The initial 30-day Feasibility Study Period expired on September 9, 2021, 30-days from the August 10, 2021 Effective Date. Because there is not documentation in the Application that the September Closing Date was extended prior to the expiration of the Feasibility Study Period, the Applicant has failed to demonstrate site control.

43. As a result, the applications filed by Coco Palm Place and Lofts on 36 should be determined ineligible for funding.

44. In addition to the grounds set forth above, there may be additional grounds for reranking which may result in Petitioner being ranked in the funding range. Petitioner reserves the right to identify and raise additional scoring and ranking errors based upon information revealed during the protest process.

45. Petitioner is entitled to a formal administrative hearing pursuant to Sections 120.57(1) and 120.57(3), Florida Statutes, to resolve the issues set forth in this Petition.

Disputed Issues of Material Fact and Law

46. Disputed issues of fact and law include, but are not limited to the following:

- a. Whether Coco Palm Place and Princeton Palms are submissions related to the same Development site and are thus ineligible for funding as set forth in Rule 67-48.004(1), F.A.C.
- b. Whether Coco Palm Place and Princeton Palms share one or more of the same Financial Beneficiaries.
- c. Whether Coco Palm Place and Princeton Palms share a common boundary and/or are otherwise contiguous.
- d. Whether Lofts on 36 identified all of the Principals of its Developer as required by the Developer Principal Disclosure Form.
- e. Whether Oscar Sol is a manager and/or member of Green Mills Investments, LLC.
- f. Whether Mitchell Rosenstein is a manager and/or member of Green Mills Investments, LLC.
- g. Whether Green Mills Holdings, LLC is the sole member of Green Mills Investments, LLC.
- h. Whether Lofts on 36 demonstrated site control as of the Application Deadline.
- i. Whether Coco Palm Place is eligible for funding under the RFA.
- j. Whether Lofts on 36 is eligible for funding under the RFA.
- k. Whether the proposed awards are consistent with the RFA and the grounds on which the tax credits are to be allocated.
- l. Whether the proposed awards are based on a correct determination of the eligibility of applicants.
- m. Whether Florida Housing's proposed award of funding to Coco Palm Pace is clearly erroneous, arbitrary and capricious and/or contrary to competition;

- n. Whether Florida Housing's determination that Coco Palm Place is an eligible Applicant is erroneous, arbitrary and capricious and/or contrary to competition;
- o. Whether Florida Housing's determination that Lofts on 36 is an eligible Applicant is erroneous, arbitrary and capricious and/or contrary to competition; and
- p. Such other issues as may be revealed during the protest process.

Concise Statement of Ultimate Facts

47. Petitioner participated in the RFA process in order to compete for an award of tax credits with other developers based on the scoring and ranking in the RFA. Other developments were incorrectly deemed eligible and unjustifiably elevated ahead of the Petitioner. Petitioner may be erroneously denied funding if the current proposed awards are allowed to become final.

48. Unless the eligibility determinations are corrected and preliminary allocations are revised, Petitioner may be excluded from funding and developers may be awarded tax credits contrary to the provisions of the RFA and Florida Housing's governing statutes and rules.

49. The process set forth in the RFA for determining eligible projects supports a determination that the Coco Palm Place and Lofts on 36 should be determined ineligible for funding based on the failure to meet the requisite mandatory items for funding eligibility.

50. Petitioner's Application for Oasis at Aventura should be selected for funding.

Reservation to Amend

51. Petitioner reserves the right to amend its Petition as discovery proceeds.

Statutes and Rules Entitling Relief

52. The statutes and rules which are applicable in this case and that require modification of the proposed allocations include, but are not limited to, Section 120.57(3) and Chapter 420, Part V, Florida Statutes, and Chapter 28-110 and 67-60, F.A.C.

Demand for Relief

53. Pursuant to Section 120.57(3), Florida Statutes, and Rules 28-110.004, F.A.C., the Petitioner requests the following relief:

- a. An opportunity to resolve this protest by mutual agreement within seven days of the filing of this Petition as provided by Section 120.57(3)(d)1., Florida Statutes.
- b. If this protest cannot be resolved by mutual agreement, that the matter be referred to the Division of Administrative Hearings for a formal hearing to be conducted before and Administrative Law Judge pursuant to Section 120.57(1) and (3), Florida Statutes.
- c. Recommended and Final Orders be entered determining that Coco Palm Place and Lofts on 36 are ineligible for an award of funding pursuant to RFA 2021-203 and that Oasis at Aventura be awarded funding and invited to credit underwriting.

Respectfully submitted this 8th day of November, 2021.

/s/ J. Stephen Menton
J. Stephen Menton
Florida Bar No. 331181
Tana D. Storey
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this original has been filed with the Agency Clerk, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301 via email at: CorporationClerk@floridahousing.org and Ana.McGlamory@Floridahousing.org and an

electronic copy provided to Hugh Brown, General Counsel, Florida Housing Finance Corporation,
Hugh.Brown@floridahousing.org, via email, this 8th day of November 2021.

/s/ J. Stephen Menton
Attorney

RFA 2021-203 Board Approved Preliminary Awards

Total HC Available for RFA	7,263,670.00
Total HC Allocated	8,622,700.00
Total HC Remaining	(1,359,030.00)

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD-designated SADDFA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number	
One Family Applications that qualifies for the Geographic Area of Opportunity/HUD-designated SADDFA Goal																		
2022-102C	Cordova Estates	Lewis V Swezy	RS Development Corp. Lewis V. Swezy	F	190	2,882,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	5	
One Elderly (ALF or Non-ALF) Application																		
2022-084C	Naranja Grand	Matthew A. Riegler	Naranja Grand Developer, LLC	E, Non-ALF	120	2,896,700	Y	1	N	1	20	Y	Y	A	Y	Y	1	
One Urban Center Development																		
2022-065C	Coco Palm Place	Melanie Ribeiro	EH/DOC Development Services, LLC; Coop Palm Place Developer, LLC	E, Non-ALF	126	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	6	

On October 22, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applicants 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(8), 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(8), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2021-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Demo and Opportunity / HUD-designated SAODA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
Eligible Applications																	
2022-079C	Ambar Club	Elena M. Adames	Ambar3, LLC	F	105	2,300,000	Y	1	N	1	20	Y	Y	A	Y	Y	30
2022-080C	Ambar Club Residences	Elena M. Adames	Ambar3, LLC	E, Non-ALF	105	2,300,000	Y	1	N	1	20	Y	Y	A	Y	Y	23
2022-081C	Ambar Station	Elena M. Adames	Ambar3, LLC	F	126	2,670,000	Y	1	N	2	20	Y	Y	A	Y	Y	31
2022-082C	Lake Tower I	Matthew A. Rejer	HTG Lake Tower I Developer, LLC	E, Non-ALF	120	2,858,600	Y	1	N	1	20	Y	Y	A	Y	Y	37
2022-083C	Heritage at Cudler Bay	Robert G. Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	112	2,702,000	Y	1	N	2	20	Y	Y	B	Y	Y	2
2022-084C	Naranja Grand	Matthew A. Rejer	Naranja Grand Developer, LLC	E, Non-ALF	120	2,858,700	Y	1	N	1	20	Y	Y	A	Y	Y	1
2022-085C	Lofts on 36	Oscar A. Sol	Lofts on 36 Dev, LLC	E, Non-ALF	110	2,530,000	Y	1	N	1	20	Y	Y	A	Y	Y	13
2022-086C	Catalyst at Goulds	Oscar A. Sol	Catalyst at Goulds Dev, LLC	E, Non-ALF	110	2,500,000	Y	1	N	2	20	Y	Y	A	Y	Y	8
2022-087C	Vista Breeze	Kenneth Naylor	APC Vista Breeze Development, LLC; HACMB Development, LLC	F	109	2,623,400	Y	1	Y	N/A	20	Y	Y	A	Y	Y	7
2022-088C	Quail Roost Transit Village II	Kenneth Naylor	Quail Roost II Development, LLC	E, Non-ALF	124	2,877,400	Y	1	N	2	20	Y	Y	A	Y	Y	29
2022-089C	Heritage at Park View	Robert G. Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	109	2,292,000	Y	1	N	2	20	Y	Y	A	Y	Y	14
2022-090C	Villa Esperanza II	Mara S. Madis	Cornerstone Group Partners, LLC	F	112	2,570,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	11
2022-091C	Royal Pointe	Mara S. Madis	Cornerstone Group Partners, LLC; Anvil Community Development Land Trust, LLC	F	102	2,130,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	22
2022-092C	53rd Street Apartments	Eugene Schneur	DMHyp 53rd Street Apartments, LLC	F	102	2,250,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	20
2022-093C	The Enclave at Ito	Joseph F. Chapman, IV	Royal American Properties, LLC	E, Non-ALF	100	2,400,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	19

RFA 2021-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Dermo and Geographic Area of Opportunity / HUD-designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2022-094C	Metro Grande II	Mara S Mades	Comerstone Group Partners, LLC	E, Non-ALF	94	2,255,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	25
2022-095C	Coco Palm Place	Melanie Ribeiro	EHDCC Development Services, LLC; Coco Palm Place Developer, LLC	E, Non-ALF	126	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	6
2022-096C	Melrose Terrace	Melanie Ribicco	EHDCC Development Services, LLC; Melrose Terrace Developer, LLC	E, Non-ALF	90	2,175,000	Y	1	N	N/A	20	Y	Y	B	Y	Y	12
2022-097C	Princeton Palms	Melanie Ribicco	EHDCC Development Services, LLC; Princeton Palms Developer, LLC	E, Non-ALF	125	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	24
2022-098C	Lucy Landing	Lewis V Swezy	RS Development Corp; Lewis V. Swezy	E, Non-ALF	110	2,370,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	27
2022-099C	Oasis at Aventura	Matthew A. Rieger	HTG Oasis Developer, LLC	F	95	2,266,000	Y	1	Y	1	20	Y	Y	A	Y	Y	18
2022-100C	Notre Communauté	Stephanie Berman	Carfour Supportive Housing, Inc.	E, Non-ALF	100	2,529,544	Y	1	N	N/A	20	Y	Y	B	Y	Y	21
2022-101C	Park 27	Oscar A Sol	Park 27 Dev, LLC	E, Non-ALF	90	2,117,500	Y	1	N	2	20	Y	Y	A	Y	Y	17
2022-102C	Cordova Estates	Lewis V Swezy	RS Development Corp; Lewis V. Swezy	F	190	2,882,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	5
2022-103C	Parkview	William T. Fabbri	The Richman Group of Florida, Inc	F	99	2,450,000	Y	1	Y	N/A	20	Y	Y	B	Y	Y	9
2022-104C	Copa Lakes	William T. Fabbri	The Richman Group of Florida, Inc	E, Non-ALF	140	2,882,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	4
2022-105C	Hialeah Station	William T. Fabbri	The Richman Group of Florida, Inc	E, Non-ALF	125	2,882,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	28
2022-106C	Mallorca Isles	Lewis V Swezy	RS Development Corp; Lewis V. Swezy	E, Non-ALF	132	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	36

RFA 2021-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Demo and Geographic Area of Opportunity / HUD-designated SADDA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2022-107C	Garden House I	Christopher L. Shear	MHP FL South Parcel Developer, LLC; NUHS South Parcel Developer, LLC	F	130	2,882,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	34
2022-108C	Village at Gables	Donald W. Paxton	BCP Development II LLC	E, Non-ALF	86	2,070,000	Y	1	N	N/A	20	Y	Y	B	N	Y	15
2022-109C	Caribbean Isles	David O. Deutch	Pinnacle Communities, LLC; South Miami Heights Community Development Corporation	E, Non-ALF	110	2,640,000	Y	1	N	1	20	Y	Y	A	Y	Y	33
2022-110C	Southpointe Senior	Christopher I. Shear	MHP FL IX Developer, LLC	E, Non-ALF	124	2,882,000	Y	1	N	2	20	Y	Y	A	Y	Y	25
2022-111C	Pinnacle at Tropical Crossings	David O. Deutch	Pinnacle Communities, LLC	E, Non-ALF	120	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	35
2022-112C	Edison Towers II	Carol A. Gardner	TEDC Affordable Communities Inc.	E, Non-ALF	96	2,300,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	16
2022-113C	Cannery Row at Redlands Crossing Phase II	David O. Deutch	Pinnacle Communities, LLC; Rural Neighborhoods, Incorporated	E, Non-ALF	112	2,720,000	Y	1	N	1	20	Y	Y	B	Y	Y	10
2022-114C	Culmer Apartments II	Kenneth Naylor	APC Culmer Development II, LLC	E, Non-ALF	124	2,877,500	Y	1	N	N/A	20	Y	Y	A	Y	Y	3

Ineligible Applications

2022-115C	Freedom Pointe	Kimberly King	YOANS Minnesota Nonprofit Corporation	E, Non-ALF	75	2,882,000	N	1	N	N/A	15	Y	Y	B	Y	Y	32
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On October 21, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

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.

October 27, 2021

RECEIVED

10/27/2021 9:29 A.M.

FLORIDA HOUSING
FINANCE CORPORATION

Sent via email

CorporationClerk@floridahousing.org
Ana.McGlamory@Floridahousing.org

Ana McGlamory
Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough, Suite 5000
Tallahassee, FL 32301

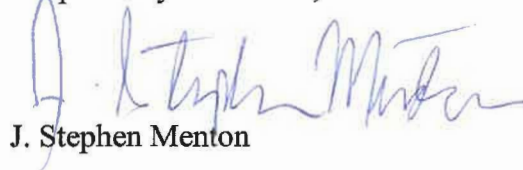
Re: Notice of Intent to Protest, Request for Applications (RFA) 2021-203 Proposed
Funding Selections

Dear Corporation Clerk:

On behalf of Applicant, HTG Oasis, LLC, Application No. 2022-099C for proposed development Oasis at Aventura, we hereby give notice of our intent to protest the Award Notice and Scoring and Ranking of RFA 2021-203 posted by Florida Housing Finance Corporation on October 22, 2021, at 11:18 am concerning *Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County*. (See Attached)

A formal written petition will be submitted within ten (10) days of this Notice as required by law.

Respectfully Submitted,



J. Stephen Menton

JSM/er

cc: Hugh Brown, General Counsel

RFA 2021-203 Board Approved Preliminary Awards

Total HC Available for RFA	7,263,670.00
Total HC Allocated	8,622,700.00
Total HC Remaining	(1,359,030.00)

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD-designated SADDFA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number	
One Family Applications that qualifies for the Geographic Area of Opportunity/HUD-designated SADDFA Goal																		
2022-102C	Cordova Estates	Lewis V Swezy	RS Development Corp. Lewis V. Swezy	F	190	2,882,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	5	
One Elderly (ALF or Non-ALF) Application																		
2022-084C	Naranja Grand	Matthew A. Riegler	Naranja Grand Developer, LLC	E, Non-ALF	120	2,896,700	Y	1	N	1	20	Y	Y	A	Y	Y	1	
One Urban Center Development																		
2022-065C	Coco Palm Place	Melanie Ribeiro	EH/DOC Development Services, LLC; Coco Palm Place Developer, LLC	E, Non-ALF	126	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	6	

On October 22, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applicants 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(8), 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(8), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2021-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Demo and Opportunity / HUD-designated SADOA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
Eligible Applications																	
2022-079C	Ambar Club	Elena M. Adames	Ambar3, LLC	F	105	2,300,000	Y	1	N	1	20	Y	Y	A	Y	Y	30
2022-080C	Ambar Club Residences	Elena M. Adames	Ambar3, LLC	E, Non-ALF	105	2,300,000	Y	1	N	1	20	Y	Y	A	Y	Y	23
2022-081C	Ambar Station	Elena M. Adames	Ambar3, LLC	F	126	2,670,000	Y	1	N	2	20	Y	Y	A	Y	Y	31
2022-082C	Lake Tower I	Matthew A. Rejer	HTG Lake Tower I Developer, LLC	E, Non-ALF	120	2,858,600	Y	1	N	1	20	Y	Y	A	Y	Y	37
2022-083C	Heritage at Cudler Bay	Robert G. Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	112	2,702,000	Y	1	N	2	20	Y	Y	B	Y	Y	2
2022-084C	Naranja Grand	Matthew A. Rejer	Naranja Grand Developer, LLC	E, Non-ALF	120	2,858,700	Y	1	N	1	20	Y	Y	A	Y	Y	1
2022-085C	Lofts on 36	Oscar A. Sol	Lofts on 36 Dev, LLC	E, Non-ALF	110	2,530,000	Y	1	N	1	20	Y	Y	A	Y	Y	13
2022-086C	Catalyst at Goulds	Oscar A. Sol	Catalyst at Goulds Dev, LLC	E, Non-ALF	110	2,500,000	Y	1	N	2	20	Y	Y	A	Y	Y	8
2022-087C	Vista Breeze	Kenneth Naylor	APC Vista Breeze Development, LLC; HACMB Development, LLC	F	109	2,623,400	Y	1	Y	N/A	20	Y	Y	A	Y	Y	7
2022-088C	Quail Roost Transit Village II	Kenneth Naylor	Quail Roost II Development, LLC	E, Non-ALF	124	2,877,400	Y	1	N	2	20	Y	Y	A	Y	Y	29
2022-089C	Heritage at Park View	Robert G. Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	109	2,292,000	Y	1	N	2	20	Y	Y	A	Y	Y	14
2022-090C	Villa Esperanza II	Mara S. Madis	Cornerstone Group Partners, LLC	F	112	2,570,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	11
2022-091C	Royal Pointe	Mara S. Madis	Cornerstone Group Partners, LLC; Anvill Community Development Land Trust, LLC	F	102	2,130,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	22
2022-092C	53rd Street Apartments	Eugene Schneur	DMHyp 53rd Street Apartments, LLC	F	102	2,250,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	20
2022-093C	The Enclave at Ito	Joseph F. Chapman, IV	Royal American Properties, LLC	E, Non-ALF	100	2,400,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	19

RFA 2021-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Dermo and Geographic Area of Opportunity / HUD-designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2022-094C	Metro Grande II	Mara S Mades	Comerstone Group Partners, LLC	E, Non-ALF	94	2,255,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	25
2022-095C	Coco Palm Place	Melanie Ribeiro	EHDCC Development Services, LLC; Coco Palm Place Developer, LLC	E, Non-ALF	126	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	6
2022-096C	Melrose Terrace	Melanie Ribicco	EHDCC Development Services, LLC; Melrose Terrace Developer, LLC	E, Non-ALF	90	2,175,000	Y	1	N	N/A	20	Y	Y	B	Y	Y	12
2022-097C	Princeton Palms	Melanie Ribicco	EHDCC Development Services, LLC; Princeton Palms Developer, LLC	E, Non-ALF	125	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	24
2022-098C	Lucy Landing	Lewis V Swezy	RS Development Corp; Lewis V. Swezy	E, Non-ALF	110	2,370,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	27
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2022-100C	Notre Communauté	Stephanie Berman	Carfour Supportive Housing, Inc.	E, Non-ALF	100	2,529,544	Y	1	N	N/A	20	Y	Y	B	Y	Y	21
2022-101C	Park 27	Oscar A Sol	Park 27 Dev, LLC	E, Non-ALF	90	2,117,500	Y	1	N	2	20	Y	Y	A	Y	Y	17
2022-102C	Cordova Estates	Lewis V Swezy	RS Development Corp; Lewis V. Swezy	F	190	2,882,000	Y	1	Y	N/A	20	Y	Y	A	Y	Y	5
2022-103C	Parkview	William T. Fabbri	The Richman Group of Florida, Inc	F	99	2,450,000	Y	1	Y	N/A	20	Y	Y	B	Y	Y	9
2022-104C	Copa Lakes	William T. Fabbri	The Richman Group of Florida, Inc	E, Non-ALF	140	2,882,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	4
2022-105C	Hialeah Station	William T. Fabbri	The Richman Group of Florida, Inc	E, Non-ALF	125	2,882,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	28
2022-106C	Mallorca Isles	Lewis V Swezy	RS Development Corp; Lewis V. Swezy	E, Non-ALF	132	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	36

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Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Eligible For Funding?	Priority Level	Family Demo and Geographic Area of Opportunity / HUD-designated SADDA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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2022-108C	Village at Gables	Donald W. Paxton	BCP Development II LLC	E, Non-ALF	86	2,070,000	Y	1	N	N/A	20	Y	Y	B	N	Y	15
2022-109C	Caribbean Isles	David O. Deutch	Pinnacle Communities, LLC; South Miami Heights Community Development Corporation	E, Non-ALF	110	2,640,000	Y	1	N	1	20	Y	Y	A	Y	Y	33
2022-110C	Southpointe Senior	Christopher I. Shear	MHP FL IX Developer, LLC	E, Non-ALF	124	2,882,000	Y	1	N	2	20	Y	Y	A	Y	Y	25
2022-111C	Pinnacle at Tropical Crossings	David O. Deutch	Pinnacle Communities, LLC	E, Non-ALF	120	2,882,000	Y	1	N	1	20	Y	Y	A	Y	Y	35
2022-112C	Edison Towers II	Carol A. Gardner	TEDC-Affordable Communities Inc.	E, Non-ALF	96	2,300,000	Y	1	N	N/A	20	Y	Y	A	Y	Y	16
2022-113C	Cannery Row at Redlands Crossing Phase II	David O. Deutch	Pinnacle Communities, LLC; Rural Neighborhoods, Incorporated	E, Non-ALF	112	2,720,000	Y	1	N	1	20	Y	Y	B	Y	Y	10
2022-114C	Culmer Apartments II	Kenneth Naylor	APC Culmer Development II, LLC	E, Non-ALF	124	2,877,500	Y	1	N	N/A	20	Y	Y	A	Y	Y	3

Ineligible Applications

2022-115C	Freedom Pointe	Kimberly King	YOANS Minnesota Nonprofit Corporation	E, Non-ALF	75	2,882,000	N	1	N	N/A	15	Y	Y	B	Y	Y	32
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On October 21, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

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Principal Disclosures for the Developer

**APPROVED for HOUSING CREDITS
FHFC Advance Review
Received 8.6.21; Approved 8.16.21**

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:

Lofts on 36 Dev, LLC

First Principal Disclosure Level:

Lofts on 36 Dev, 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.	Member	<u>Green Mills Holdings, LLC</u>	<u>Limited Liability Company</u>
2.	Manager	<u>Green Mills Holdings, LLC</u>	<u>Limited Liability Company</u>
3.	Member	<u>Green Mills Investments, LLC</u>	<u>Limited Liability Company</u>

Second Principal Disclosure Level:

Lofts on 36 Dev, LLC

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

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>Select Type of Principal of Developer</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
<u>1. (Green Mills Holdings, LLC)</u>	1.A. <u>Manager</u>	<u>Sol, Oscar</u>	<u>Natural Person</u>
<u>1. (Green Mills Holdings, LLC)</u>	1.B. <u>Member</u>	<u>Sol, Oscar</u>	<u>Natural Person</u>
<u>1. (Green Mills Holdings, LLC)</u>	1.C. <u>Manager</u>	<u>Rosenstein, Mitchell</u>	<u>Natural Person</u>
<u>1. (Green Mills Holdings, LLC)</u>	1.D. <u>Member</u>	<u>Rosenstein, Mitchell</u>	<u>Natural Person</u>
<u>2. (Green Mills Holdings, LLC)</u>	2.A. <u>Manager</u>	<u>Sol, Oscar</u>	<u>Natural Person</u>
<u>2. (Green Mills Holdings, LLC)</u>	2.B. <u>Member</u>	<u>Sol, Oscar</u>	<u>Natural Person</u>
<u>2. (Green Mills Holdings, LLC)</u>	2.C. <u>Manager</u>	<u>Rosenstein, Mitchell</u>	<u>Natural Person</u>
<u>2. (Green Mills Holdings, LLC)</u>	2.D. <u>Member</u>	<u>Rosenstein, Mitchell</u>	<u>Natural Person</u>
<u>3. (Green Mills Investments, LLC)</u>	3.A. <u>Manager</u>	<u>Sol, Oscar</u>	<u>Natural Person</u>
<u>3. (Green Mills Investments, LLC)</u>	3.B. <u>Member</u>	<u>Sol, Oscar</u>	<u>Natural Person</u>
<u>3. (Green Mills Investments, LLC)</u>	3.C. <u>Manager</u>	<u>Rosenstein, Mitchell</u>	<u>Natural Person</u>
<u>3. (Green Mills Investments, LLC)</u>	3.D. <u>Member</u>	<u>Rosenstein, Mitchell</u>	<u>Natural Person</u>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
GREEN MILLS INVESTMENTS, LLC

Filing Information

Document Number	L12000143746
FEI/EIN Number	90-0947830
Date Filed	11/13/2012
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/16/2014
Event Effective Date	NONE

Principal Address

3323 W Commercial Blvd
Suite E220
Fort Lauderdale, FL 33309

EXHIBIT E

Changed: 04/20/2021

Mailing Address

3323 W Commercial Blvd
Suite E220
Fort Lauderdale, FL 33309

Changed: 04/20/2021

Registered Agent Name & Address

Rosenstein, Mitchell
3323 W Commercial Blvd
Suite E220
Fort Lauderdale, FL 33309

Name Changed: 03/17/2017

Address Changed: 04/20/2021

Authorized Person(s) Detail

Name & Address

Title AMBR

Green Mills Holdings, LLC
3323 W Commercial Blvd
Suite E220
Fort Lauderdale, FL 33309

Annual Reports

EXHIBIT E

Report Year	Filed Date
2019	04/30/2019
2020	06/25/2020
2021	04/20/2021

Document Images

04/20/2021 -- ANNUAL REPORT	View image in PDF format
06/25/2020 -- ANNUAL REPORT	View image in PDF format
10/14/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
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ASSIGNMENT OF VACANT LAND CONTRACT

THIS ASSIGNMENT OF VACANT LAND CONTRACT (the “**Assignment**”) is made and entered into as of August 17, 2021, by and among **GREEN MILLS GROUP, LLC**, a Florida limited liability company (“**Assignor**”) and **LOFTS ON 36, LTD.**, a Florida limited partnership (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor, as “**Purchaser**”, entered into that certain Vacant Land Contract dated as of August 10, 2021 (the “**Contract**”) with Management Services Partners LLC, a Florida limited liability company (“**Seller**”) for the purchase of the Property as defined therein; and

Purchaser and Seller entered into the Contract, which Contract provides for the purchase and sale of certain real estate, as more particularly set forth therein (collectively, the “**Property**”);

WHEREAS, pursuant to Section 2(a) of the Contract, Assignor has made deposits in accordance with the Contract, and pursuant to Lines 340, 341 and 342 of the Contract, Assignor may assign this Agreement to any other related entity owned by, controlled by, under common control or affiliated with Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Contract and the Property, and Assignee desires to accept such assignment and to assume all of Assignor’s obligations as to the purchase of the Property under the Contract, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, interest, duties and obligations in, to and under the Contract, as the same may have been amended through the date hereof (including, without limitation, any and all monies which may have been paid or deposited by Assignor under the Contract through the date hereof), and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Contract. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Contract as though, and to the same extent as, if Assignee had been named the Purchaser of the Property in the Contract.

2. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Contract, as the same may have been amended through the date hereof. From and after the date hereof, Assignee hereby agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations,

debts and expenses arising under the Contract, as the same may have been amended through the date hereof, and the transactions contemplated therein.


3. This Assignment may be executed in counterparts, with each counterpart constituting one and the same document so long as Assignee and Assignor have each executed an identical counterpart. This Assignment may also be executed by facsimile, with a facsimile or photocopy of an original signature constituting an original.

[Signatures contained on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Contract for Purchase and Sale of Real Property to be executed as of the date first written above.

ASSIGNOR:

GREEN MILLS GROUP, LLC,
a Florida limited liability company

By: 

Oscar Sol,
Manager

ASSIGNEE:

LOFTS ON 36, LTD.,
a Florida limited partnership

By: Lofts on 36 GP, LLC, a Florida limited liability company, its General Partner

By: Green Mills Holdings, LLC, a Florida limited liability company, its Manager

By: 

Oscar Sol, its Manager

51 **5. Financing: (Check as applicable)**

52- (a) **Buyer** will pay cash for the Property with no financing contingency.

53- (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54- specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55- Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56- days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57- and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58- Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59- returned.

60- (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61- or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
62- adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63- based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully
64- informed of the loan application status and progress and authorizes the lender or mortgage broker to
65- disclose all such information to **Seller** and **Broker**.

66- (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
67- **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68- follows: _____

69- The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70- forms generally accepted in the county where the Property is located; will provide for a late payment fee
71- and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72- penalty all or part of the principal at any time(s) with interest only to date of payment, will be due on
73- conveyance or sale, will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74- keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75- to obtain credit, employment, and other necessary information to determine creditworthiness for the
76- financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77- **Seller** will make the loan.

78- (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

80- LN# _____ in the approximate amount of \$ _____ currently payable at
81- \$ _____ per month, including principal, interest, taxes and insurance, and having a
82- fixed other (describe) _____
83- interest rate of _____% which will will not escalate upon assumption. Any variance in the
84- mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85- purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86- the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87- failing which this contract will terminate, and **Buyer's** deposit(s) will be returned. If the lender disapproves
88- **Buyer**, this contract will terminate, and **Buyer's** deposit(s) will be returned.

89- 6. **Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
90- contract, may assign but not be released from liability under this contract, or may not assign this contract.

91- 7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
92- deed special warranty deed other (specify) _____ free of liens, easements,
93- and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94- restrictions, and public utility easements of record, existing zoning and governmental regulations; and (list any
95- other matters to which title will be subject) _____
96- provided there exists at closing no violation of the foregoing.

97- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98- pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99- **Seller** will deliver to **Buyer**, at

100- (Check one) **Seller's** **Buyer's** expense and
101- (Check one) within _____ days after Effective Date at least 10 days before Closing Date,
102- (Check one)

103- (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104- discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105- amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106- paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107- **Buyer** within 15 days after Effective Date.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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EXHIBIT F

- 108+ (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
- 109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
- 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
- 111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
- 112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
- 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
- 114 then (1) above will be the title evidence.
- 115+ (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
- 116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
- 117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
- 118+ Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
- 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
- 120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
- 121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
- 122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
- 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
- 125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
- 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
- 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
- 128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with

131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or

132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134+ (1) **Feasibility Study:** Buyer will, at Buyer's expense and within 30 days (30 days if left blank)

135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine

136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer

137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and

138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the

139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;

140 subdivision statutes; soil and grade, availability of access to public roads, water, and other utilities;

141 consistency with local, state, and regional growth management plans; availability of permits, government

142 approvals, and licenses, and other inspections that Buyer deems appropriate. If the Property must be

143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all

144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives

145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the

146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its

147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will

148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,

149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related

150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any

151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien

152 being filed against the Property without Seller's prior written consent. If this transaction does not close,

153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and

154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller

155 all reports and other work generated as a result of the Inspections.

156 ~~Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's~~

157 ~~determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice~~

158 ~~requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"~~

159 ~~condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to~~

160 ~~Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.~~

161+ (2) **No Feasibility Study** Buyer is satisfied that the Property is suitable for Buyer's purposes, including

162 being satisfied that either public sewerage and water are available to the Property or the Property will be

163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.



- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
 Buyer waives the right to receive a CCCL affidavit or survey.

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9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

- (a) **Seller Costs:**
 - Taxes on deed
 - Recording fees for documents needed to cure title
 - Title evidence (if applicable under Paragraph 7)
 - Other: _____
- (b) **Buyer Costs:**
 - Taxes and recording fees on notes and mortgages
 - Recording fees on the deed and financing statements
 - Loan expenses
 - Title evidence (if applicable under Paragraph 7)
 - Lender's title policy at the simultaneous issue rate
 - Inspections
 - Survey
 - Insurance
 - Other: _____

- (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer  and Seller  () () acknowledge receipt of a copy of this page, which is 4 of 7 pages
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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
- 221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
- 222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
- 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
- 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
- 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
- 227 will not be contingent upon, extended, or delayed by the Exchange

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days

229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal

230 holidays specified in 5 U S C 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday

231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**

232 **this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing

234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain

235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may

236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,

237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and

238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to

240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or

241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,

242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably

243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is

244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for

245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force

246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to

247 the other, and **Buyer's** deposit(s) will be returned

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or

249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**

250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**

251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**

252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**

253 **delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.

255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**

256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed

257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This

258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications

259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be

260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If

261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be

262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.

263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular

264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if

265 permitted, of **Seller**, **Buyer**, and **Broker**.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive



267 closing or termination of this contract

268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**

269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also

271 be liable for the full amount of the brokerage fee.

Buyer  () and Seller  () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 16. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 17. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 18. **Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
297 government agencies for verification of the Property condition and facts that materially affect Property
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property, (iii) Broker's
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 19. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 20. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321- (a) Vencer Development Brokers LLC (Seller's Broker)
322- will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323- (specify): \$70,000 at closing

324- (b) _____ (Buyer's Broker)
325- will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326- compensation other (specify): _____

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 6 of 7 pages.

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EXHIBIT F

327* **21. Additional Terms:** Buyer may, at its sole and absolute discretion, extend the 'Feasibility Study Period' (and
 328 consequently the closing) for up to eighteen (18), one (1) month periods, beginning on 9/10/2021.
 329
 330 Each Feasibility Study Period extension will occur automatically, without requiring buyers' notice, unless otherwise the
 331 buyer gives notice of intent to close, AND effectively closes before the beginning of the next extension period.
 332
 333 At the beginning of each extension period (18th of the month), \$3,000.00 from Buyer's Deposit shall become non-
 334 refundable, and be released to Seller by the Escrow Agent.
 335

336 If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
 337 Seller, this contract will be deemed terminated, and Buyer's (remaining) deposit(s) will be returned.
 338
 339

340 **Buyer shall be entitled to assign Buyer's rights and obligations under this Agreement to any other related**
 341 **entity owned by, controlled by, under common control, or affiliated with, Buyer. Any other assignment shall**
 342 **require the prior written consent of Seller.**
 343

Property IS been sold IN AS-IS conditions and seller make NO representations
COUNTER-OFFER/REJECTION

- 344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349* **Buyer:** [Signature]
 350 Print name Oscar Sol Manager Date 8/10/2021

351* **Buyer:** _____ Date: _____
 352 Print name: _____

353 **Buyer's address for purpose of notice:** _____
 354 Address: _____

355* Phone: _____ Fax: _____ Email: _____

356* **Seller:** _____ Date: Aug-10-21
 357 Print name: Neysa Bravo - Manager

358* **Seller:** _____ Date: _____
 359 Print name: _____

360 **Seller's address for purpose of notice:** _____
 361 Address: _____

362* Phone: _____ Fax: _____ Email: _____

363* **Effective Date:** 8-10-2021 (The date on which the last party signed or initialed and delivered the
 364 **final offer or counter offer.**)

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Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 7 of 7 pages.
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