

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(K)(5)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 4, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute the first amendment to the master development agreement between Miami-Dade County and Atlantic Pacific Communities, LLC for the Rental Assistance Demonstration Program Conversion and redevelopment of Culmer Place and Culmer Gardens; subject to the approval of the United States Department of Housing and Urban Development (HUD), authorizing the County Mayor to execute a 75-year ground lease (lease) between the County and Culmer Apartments, Ltd, an affiliate of APC, in the approximate total amount of \$15,497,854.00, subject to HUD approval; approving and authorizing the County Mayor to execute the General Obligation Bond Building Better Communities Affordable Housing Development and Grant Agreement between the County and BAME Development Corporation of South Florida, Inc. (Grant Agreement) in the total amount of \$3,189,856.79, and related rental regulatory agreement; and delegating to the County Mayor the right to exercise all provisions contained in the lease, Grant Agreement, and rental regulatory agreement

Resolution No. R-286-23

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Date: April 4, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: First Amendment to the Master Development Agreement, Phase I Ground Lease between Miami-Dade County and Culmer Apartments, Ltd., an Affiliate of Atlantic Pacific Communities, LLC, for the Rental Assistance Demonstration Conversion and Redevelopment of Culmer Place and Culmer Gardens.

Executive Summary

On November 13, 2020, the Board of County Commissioners (“Board”) adopted Resolution R-1152-20 authorizing the County Mayor or County Mayor’s designee to execute a Master Development Agreement (MDA) with Atlantic Pacific Communities, LLC (APC), and its affiliates for the Rental Assistance Demonstration (RAD) conversion and redevelopment of Culmer Place and Culmer Gardens (the “project”), consisting of approximately 1400 mixed-income units, which will include 226 RAD units to replace the existing public housing units. Through the RAD conversion public housing units are replaced one-for-one and current residents are provided with a guaranteed right to return along with other resident protection rights. The MDA was executed on December 10, 2020. In accordance with Resolution No. R-1152-20, the County Mayor or County Mayor’s designee was directed to negotiate a 75-year ground lease (“lease”) with APC, and its affiliates. Additionally, on November 13, 2020, the Board adopted Resolution R-1148-20 approving a modification of the Building Better Communities General Obligation Bond (GOB) Program to reduce the original allocation of \$32,300,000.00 for Project No. 352 – “New Family Units at Liberty Square and Lincoln Gardens” by \$3,189,856.79; and to add the amount reduced to Project No. 386 – “Redevelopment of Culmer Place and Culmer Gardens”.

The purpose of this item is to obtain the Board’s approval of the first amendment to the MDA, the lease between Miami-Dade County (“County”) and Culmer Apartments, Ltd., an affiliate of APC (“Culmer”), the General Obligation Bond (GOB) Building Better Communities (BBC) Affordable Housing Development and Grant Agreement between the County and BAME Development Corporation of South Florida, Inc. (BAME) (GOB grant agreement), and the GOB Rental Regulatory Agreement (“rental regulatory agreement”) among the County and BAME (“rental regulatory agreement”).

Recommendation

It is recommended that the Board:

1. Approve and authorize the County Mayor or County Mayor’s designee to execute the first amendment to the MDA between the County and APC for the RAD conversion and redevelopment of Culmer Place and Culmer Gardens;
2. Subject to the approval of the United States Department of Housing and Urban Development (HUD), authorize the County Mayor or County Mayor’s designee to execute the lease between the County and Culmer, in the approximate total amount of \$15,497,854.00, and further authorize the County Mayor or County Mayor’s designee to exercise all provisions contained in the lease that are consistent with the attached resolution, including, but not limited to: (a) exercising termination and amendment provision so long as such amendments are consistent with the attached resolution; (b) exercising right of first refusal option, (c) reviewing,

approving and executing (as necessary) documents, plans, applications, easements that are approved by the Board, lease assignments and requests required or allowed by APC to be submitted to the County as required by the lease; (d) consenting or agreeing to actions, events, and undertakings by APC or extensions of time periods for which consent or agreement is required by the County, or granting extensions of time for the performance of any obligation by APC under the lease; (e) executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting APC with and executing on behalf of the County any applications or other documents needed to comply with applicable regulatory procedures and to secure financing, entitlements, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (g) amending the lease (and related recognition and non-disturbance agreements) to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this lease; and (h) executing recognition and non-disturbance agreements and issue estoppel statements as provided in the lease;

3. Approve and authorize the County Mayor or County Mayor's designee to execute the GOB grant agreement with BAME in the total amount of \$3,189,856.79, and to exercise all provisions contained therein that are consistent with the attached resolution; and
4. Approve and authorize the County Mayor or County Mayor's designee to execute the rental regulatory agreement with BAME, and to exercise all provisions contained therein that are consistent with the attached resolution.

Scope

The scope of this item is countywide in nature; however, the project site is located in District 3, which is represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

There is no fiscal impact to the County related to the approval of the first amendment to the MDA between the County and APC for the RAD conversion and redevelopment of Culmer Place and Culmer Gardens. However, there will be a positive fiscal impact to the County for approving and executing the lease approximately in the total amount of \$15,497,854.00 over the term of the lease. The lease will result in revenue sharing and capital improvements to the project as further described on the lease. Further, as authorized by Resolution No. R-1148-20 the County has allocated \$3,189,856.79 in GOB funding to the project.

Track Record/Monitor

Clarence D. Brown, Interim Director of Public Housing and Community Development Department ("Department") will be the project manager.

Delegated Authority

Upon the approval of this item, the County Mayor or Mayor's designee will be authorized to: (1) execute the first amendment to the MDA between the County and APC, (2) execute the lease, and to exercise all provisions contained under the lease that are consistent with the attached resolution, including, but not limited to, (a) exercising termination and amendment provision so long as such amendments are consistent with the attached resolution; (b) exercising right of first refusal option, (c) reviewing, approving and executing (as necessary) documents, plans, applications, easements that are approved by the Board, lease

assignments and requests required or allowed by APC to be submitted to the County as required by the lease; (d) consenting or agreeing to actions, events, and undertakings by APC or extensions of time periods for which consent or agreement is required by the County, or granting extensions of time for the performance of any obligation by APC under the lease; (e) executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting APC with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, entitlements, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (g) amending the lease (and related recognition and non-disturbance agreements) to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this lease; and (h) executing recognition and non-disturbance agreements and issue estoppel statements as provided in the lease; (3) execute the GOB grant agreement, and exercise all provisions therein that are consistent with the attached resolution, including, but not limited to, termination and amendment provisions that are consistent with the resolution; (4) execute the rental regulatory agreement, and exercise all provisions contained therein; and (5) execute the rental regulatory agreement, and exercise all provisions contained therein that are consistent with the attached resolution.

Background

The project site is part of the County's effort to re-develop, modernize, and financially stabilize the majority of the County's public housing units through the RAD program, which is a federal program that allows public housing authorities faced with capital funding decreases to convert public housing funded developments to a more financially stable Section 8 project-based funding model. Through the RAD conversion process public housing can be modernized through the redevelopment of projects by leveraging additional financing from public and private sources, public housing units are replaced one-for-one and current residents are provided with a guaranteed right to return along with other resident protection rights. In March 2019, the County obtained a portfolio award from HUD which will allow the County to redevelop 6,426 of its existing public housing units through the RAD conversion process. Subsequently, the total number of public housing units to be converted to RAD was increased to 7,718. Culmer Place and Culmer Gardens is one of the public housing sites that is scheduled to be converted through the RAD program.

The County issued a request for proposals on March 15, 2019, for the redevelopment of the project through the RAD conversion process. The Culmer Place and Culmer Gardens project includes 226 units of public housing that exist on two different blocks within the City of Miami's Overtown neighborhood. Culmer Place contains approximately 13.6 acres (151 units) and is bounded by NW 10th Street, NW 8th Street, NW 7th Avenue, and NW 5th Avenue. Culmer Gardens contains approximately 6.6 acres (75 units) and is bounded by NW 6th Street, NW 5th Street, NW 6th Avenue, and NW 4th Avenue. The project will consist of the transformation of these two County sites into a mixed-income, mixed-use development.

On October 3, 2019, the Board adopted Resolution No. R-1043-19, which awarded APC master development rights through an 11-month ground lease agreement, which was executed on October 7, 2019. In order to preserve site control of the project site and in order to comply with HUD's regulations, the County subsequently terminated the initial lease, and, on September 20, 2020, executed a new short-term lease to allow APC to obtain the required financing for the project. HUD regulations do not allow for leases to be no longer than 12 months unless approved by HUD through the RAD disposition process. On November 13, 2020, the Board passed Resolution No. R-1152-20 authorizing the County Mayor or County Mayor's designee to execute the MDA with APC for the RAD conversion and redevelopment of the project. The Board further directed the County Mayor or County Mayor's designee to negotiate the lease which is presently being considered by the Board.

APC proposes to redevelop the project site through a multiple phase process and will create approximately 1400 units of housing, which will include 226 RAD units to replace the existing public housing units, 728 new affordable units, 438 new workforce units, and 10 new homeownership units, along with parking garages and community facilities and amenities. The construction of the first phase of the project is on track to possibly commence in 2023. This phase will include the construction of two new residential buildings, a parking garage, an amenities clubhouse, and the demolition of some buildings located within the project to prepare for future phases. It is anticipated that all buildings located within the project will eventually be demolished through the RAD program. The total development cost for the first phase of the project is estimated to be \$122.27 million for which funding sources are currently being secured, and thus far includes a commitment of \$7 million in competitive State Apartment Initiative Loan (SAIL) and 4.3 million in Construction Housing Inflation Response Program (CHIRP) SAIL for a total 11.3 million SAIL award from the Florida Housing Finance Corporation, four percent low-income housing tax credits, and tax-exempt bonds. It is also anticipated that the project will be funded through the City of Miami's general obligation bond program, the County documentary stamps Surtax program, a deferred developer fee of \$10.4 million, and other subsidy sources.

Additionally, the project will be funded by the HUD in the amount of \$28.8 million ("HUD loan"). As a condition of HUD loan, HUD requires the rental regulatory agreement to contain a HUD required provisions under Article X of that document. The HUD provision mandates that all other provisions contained in the rental regulatory agreement are subordinate to HUD provisions under Article X. This item recommends that the Board approve the execution of the GOB grant agreement and the rental regulatory agreement to ensure that the financial closing for the project is achieved.

Pursuant to the executed MDA, APC will further provide certain community benefits, which include a commitment by APC to providing a minimum of 25 percent of the value of the construction contracts to Section 3 certified, or certified small business, disadvantage business enterprise, small, minority and women business enterprises, and labor surplus area firms; and a minimum of 20 percent of the construction jobs created for Section 3 eligible residents and 25 percent of the permanent property management jobs created for Section 3 or targeted zip code residents. Additionally, as noted above, the County will participate in certain revenue sharing arrangements as outlined in the agreement and the lease. The failure of APC to comply with these community benefits requirements will result in the County assessing and APC paying liquidated damages to the County. Additionally, liquidated damages will be paid by APC in the event that it fails to meet other goals, such as the timely closing on its financing for any phase of the project.

APC has requested that the County consider amending the MDA to do the following (1) delete the provision in the MDA that states that APC shall not be responsible to make a capitalized payment in a phase that includes RAD units in which no funds from the Southeast Overtown Park West Community Development Agency (SEOPW CRA) are contributed to the phase; (2) delete the requirement that the County receive 32 percent of the net proceeds from any sale, refinance, or cash-out transaction involving APC's leasehold interests or properties; (3) require APC to pay to the County a capitalized payment for each phase equal to the appraised value of any portion of the property that is subleased to each individual owner entity; (4) delete and replace the promissory note attached to the lease and require the reduction of the principal value of the promissory note should any phase containing RAD units receives funds from the SEOPW CRA, and further require the promissory note to be subordinate to HUD financing; (5) require APC to reach financial closing and commence construction of the first phase of the project within 18 months from the earlier of (a) the date on which APC receives from the County the amended and restated ground lease of the property executed by the County, amending and restating the existing ground lease;

and (b) the date on which APC receives from the County the executed amendment to the MDA; and (6) delete the reference to a co-management agreement since APC has selected a management agent.

Expediting the approval process is consistent with the Department's need to provide assurances to HUD that the County is making significant progress on the RAD program. As noted above, the County is planning to redevelop 7,718 public housing units under the RAD program countywide. As part of this program the County has met and continues to meet with the residents to explain the RAD conversion program and to hear their concerns and answer any questions. In accordance with the Board's rules of procedure and HUD, the Department has held total of 12 meetings with the community. These meetings were held on April 16, 2018, April 30, 2018, May 7, 2018, May 21, 2018, June 4, 2018, June 16, 2018, July 23, 2018, August 6, 2018, September 17, 2018, September 24, 2018, April 7, 2021, and April 26, 2022. In addition, the Department requires that APC establish a grievance procedure to address any community concerns.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 4, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(5)
4-4-23

RESOLUTION NO. R-286-23

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ATLANTIC PACIFIC COMMUNITIES, LLC FOR THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM CONVERSION AND REDEVELOPMENT OF CULMER PLACE AND CULMER GARDENS; SUBJECT TO THE APPROVAL OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A 75-YEAR GROUND LEASE (LEASE) BETWEEN THE COUNTY AND CULMER APARTMENTS, LTD, AN AFFILIATE OF APC, IN THE APPROXIMATE TOTAL AMOUNT OF \$15,497,854.00, SUBJECT TO HUD APPROVAL; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE GENERAL OBLIGATION BOND BUILDING BETTER COMMUNITIES AFFORDABLE HOUSING DEVELOPMENT AND GRANT AGREEMENT BETWEEN THE COUNTY AND BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC. (GRANT AGREEMENT) IN THE TOTAL AMOUNT OF \$3,189,856.79, AND RELATED RENTAL REGULATORY AGREEMENT; AND DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE RIGHT TO EXERCISE ALL PROVISIONS CONTAINED IN THE LEASE, GRANT AGREEMENT, AND RENTAL REGULATORY AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves and authorizes the County Mayor or County Mayor's designee to execute the first amendment to the master development agreement between the County and APC, and its affiliates for conversion and redevelopment of Culmer Place and Culmer Gardens through the Rental Assistance Demonstration program, in substantially the form attached hereto as Attachment A and incorporated herein by reference.

Section 2. Subject to the approval of the United States Department of Housing and Urban Development, this Board authorizes the County Mayor or County Mayor's designee to execute the 75-year ground lease between the County and Culmer Apartments, Ltd., an affiliate of APC (the "lease"), in substantially the form attached hereto as Attachment B and incorporated herein by reference, in the approximate total amount of \$15,497,854.00 over the term of the lease. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the lease that are consistent with this resolution, including, but not limited to: (a) exercising termination and amendment provision so long as such amendments are consistent with the attached resolution; (b) exercising right of first refusal option; (c) reviewing, approving and executing (as necessary) documents, plans, applications, easements, subject to this Board's approval, lease assignments and requests required or allowed by APC to be submitted to the County as required by the lease; (d) consenting or agreeing to actions, events, and undertakings by APC or extensions of time periods for which consent or agreement is required by the County, or granting extensions of time for the performance of any obligation by APC under the lease; (e) executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting APC with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, entitlements, permits or other approvals to accomplish the

construction of any and all improvements in and refurbishments of the property; (g) amending the lease (and related recognition and non-disturbance agreements) to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this lease; and (h) executing recognition and non-disturbance agreements and issue estoppel statements as provided in the lease.

Section 3. This Board approves and authorizes the County Mayor or County Mayor's designee to execute the General Obligation Bond (GOB) Building Better Communities (BBC) Affordable Housing Development and Grant Agreement between the County and BAME Development Corporation of South Florida, Inc. (BAME) in the total amount of \$3,189,856.79, in substantially the form attached hereto as Attachment C and incorporated herein by reference, and to exercise all provisions contained therein that are consistent with this resolution.

Section 4. This Board approves and authorizes the County Mayor or County Mayor's designee to execute the rental regulatory agreement between the County and BAME ("rental regulatory agreement"), in substantially the form attached hereto as Attachment D and incorporated herein by reference, and exercise all provisions contained therein that are consistent with this resolution.

Section 5. This Board further directs the County Mayor or County Mayor's designee to provide copies of the executed lease and rental regulatory agreement to the Property Appraiser's Office within 30 days of their execution.

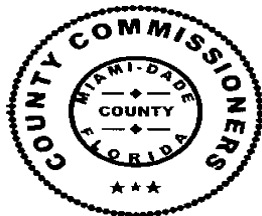
Section 6. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the lease or similar instrument, if required, the rental regulatory agreement, covenants, reversioners and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments

to the Clerk of the Board within 30 days of execution and final acceptance. This Board further directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of April, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (this “**Amendment**”) is dated effective as of _____, 2023, by and between CULMER HOLDINGS, LLC, a Florida limited liability company, (the “**Developer**”), as assignee of ATLANTIC PACIFIC COMMUNITIES, LLC, a Delaware limited liability company, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a “public housing agency” as defined in the United States Housing Act of 1937, as amended (the “**County**”). All capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement (as hereinafter defined).

Recitals

A. Developer and County entered into that certain Master Development Agreement, dated as of December 10, 2020, (the “**Agreement**”), pursuant to which the parties set forth the principal terms concerning the development and construction of certain improvements on the Property.

B. Developer and County have agreed to modify the terms of the “Lessor Note,” defined and referenced in the Agreement, in accordance with and subject to the terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

1. **Fees.**

a) *The following sentence from Section 5(b) of the Agreement, entitled “Capitalized Lease Payment,” is hereby deleted in its entirety:*

Notwithstanding the foregoing, the Developer shall not be responsible to make a Capitalized Payment in a Phase that includes RAD units in which no SEOPW CRA funds are contributed to the Phase.

b) *The first sentence in Section 5(f) of the Agreement, entitled “County Residual Participation,” is hereby deleted in its entirety and replaced with the following:*

On all Phases, upon any sale, refinance, or cash-out transaction involving the Developer’s leasehold interests or properties, other than those in which the County is the purchasing entity, the County will receive 32% of the net proceeds from such transactions), debt, expenses, fees and agreed upon and customary offsets for repairs, approved operating loans to the project and other related costs.

2. **Financial Benefits – Exhibit B.**

a) *Section A. of Exhibit B of the Agreement, entitled "Financial Benefits," is hereby deleted in its entirety and replaced with the following:*

A. Capitalized Lease Payment.

The Developer or its subsidiary or designee agrees to pay a Capitalized Payment for each Phase equal to the appraised value (as determined by the Florida Housing Finance Corporation or LIHTC investor or lender, and agreed upon by County and Developer) of the portion of the Property subleased to each applicable Owner Entity.

b) *Section C. of Exhibit B of the Agreement, entitled "Financial Benefits," is hereby deleted in its entirety and replaced with the following:*

C. Lessor Note.

The terms of the Lessor Note shall be as follows:

Principal Value: Equal to the Capitalized Payment made for the portion of the Property subleased to each applicable Owner Entity. If a Phase contains RAD Units and receives SEOPW CRA Funds, then the Principal Value shall be reduced by (i) \$12,500 per residential unit included in a Phase financed with 4% tax credits and (ii) \$20,000 per residential unit included in a Phase financed with 9% tax credits.

Interest Rate: The Applicable Federal Rate for Annual Compounding Long Term Debt as of the date of the issuance of the Lessor Note.

Term: Commencing as of Financial Closing of the applicable Phase subject to the Lessor Note, and terminating on the later of (a) forty-five (45) years following Construction Completion of such applicable Phase, or (b) the maturity date of any first-priority lien on the Phase.

Payment: The principal and interest payable with respect to the Lessor Note shall be due and payable at the end of the Term; provided, however, that any money received by the County from Net Cash Flow Participation from such portion of the Property or from any sale, refinance or cash-out transaction, as provided under Section E. below, shall be applied to and reduce the outstanding balance (principal and accrued interest) due under the Lessor Note as of the date received by the County.

HUD Subordination: Notwithstanding any other provision herein, the Lessor Note shall contain such terms as comply with HUD requirements for a loan subordinate in lien priority to a HUD-insured first loan, and the County will execute the HUD-required subordination agreement form HUD-92420M.

c) *Section E. of Exhibit B of the Agreement, entitled "Sale or Refinance Participation," is hereby deleted in its entirety and replaced with the following:*

E. Sale or Refinance Participation.

On all Phases, upon any sale, refinance, or cash-out transaction involving the Developer's leasehold interests or properties, other than those in which the County is the purchasing entity, the County will receive 32% of the net proceeds from such transactions, after deductions for debt, expenses, fees and agreed upon and customary offsets for repairs, approved operating loans to the project and other related costs.

3. **Key Metrics – Exhibit F.** Notwithstanding anything set forth to the contrary in Exhibit F of the Agreement, entitled "Key Metrics", or elsewhere in the Agreement, Developer agrees to reach Financial Closing and commence construction of the first Phase within eighteen (18) months from the earlier of: (i) the date on which Developer receives from the County the amended and restated ground lease of the Property executed by the County, amending and restating the existing ground lease between the County and Developer dated as of [____]; and (ii) the date on which Developer receives from the County this Amendment executed by the County.

4. **Management Agreement.** The Developer and the County have agreed that the property management of the Development shall be carried out solely by the Management Agent (i.e., Atlantic Pacific Community Management, LLC, an affiliate of the Developer). Accordingly, the Agreement is hereby modified as follows:

a) *Section 1(j) of the Agreement, which is the definition of "Co-Management Agreement," shall be deleted in its entirety.*

b) *The following shall be added to Section 1 of the Agreement as a new definition:*

"Management Agreement" shall have the meaning set forth in Section 7(a).

c) *All references to Exhibit I in the Agreement shall mean the form Management Agreement.*

d) *Section 4(a)(8) of the Agreement shall be deleted in its entirety and replaced with the following:*

- (8) carrying out property management of the Development, pursuant to a Management Agreement (which will be incorporated hereto as Exhibit I), following the Financial Closing of each Phase of the Development, including maintaining all applicable occupancy standards and maintaining all requisite reports, certifications and data in accordance with applicable VCA/UFAS unit reporting requirements; Developer shall assist the County with all reporting and coordination requirements, including, but not limited to, HUD-PIC coordination and submissions required for the project;

e) *Section 7(a) of the Agreement shall be deleted in its entirety and replaced with the following:*

- (a) Designation of Property Manager. The initial property manager for each Phase of the Development shall be Atlantic Pacific Community Management, LLC, an affiliate of the Developer (the “**Management Agent**”). The Management Agent shall be responsible for the day-to-day operation of each Phase of the Development, including, but not limited to, compliance, collections, leasing, payment of invoices and maintenance. Specific duties shall be further detailed in an agreement between the Management Agent and the Owner Entity, which agreement will be subject to the County’s reasonable approval and shall be substantially in a form to be incorporated hereto as Exhibit I (the “**Management Agreement**”). Notwithstanding the foregoing, the parties acknowledge and agree that the Developer shall have no responsibility, liability or obligation (other than those obligations set forth in this Agreement) with respect to the existing units or the Existing Residents, and that the Management Agent’s responsibilities, as noted herein, shall commence upon the Financial Closing of each Phase of the Development.

f) *Section 7(c) of the Agreement shall be deleted in its entirety and replaced with the following:*

- (c) Property Management Fee. The Management Agent shall receive a management fee pursuant to the Management Agreement.

5. Reference to and Effect upon the Agreement.

a) *The above recitals are true and correct and are incorporated herein by this reference.*

b) *In the event of any conflict or inconsistency between the terms and conditions of the Agreement and those set forth in this Amendment, the terms and conditions of this Amendment shall govern.*

c) *Except as specifically set forth above, the Agreement shall remain in full force and effect and is hereby ratified and confirmed.*

6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

8. Counterparts. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original but all together one and the same instrument. Any party delivering an executed counterpart of this Amendment by fax or PDF shall also deliver an

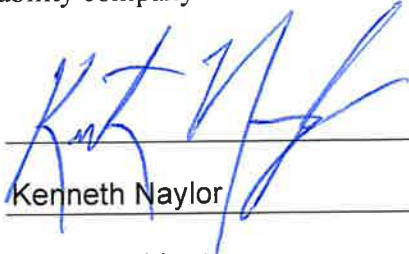
original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

9. **Severability**. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed
this _____ day of _____, _____.

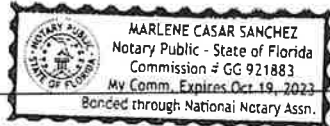
CULMER HOLDINGS, LLC a Florida
limited liability company

By: 
Name: Kenneth Naylor
Title: Vice President
Date: _____

Attest: 
Authorized Person OR Notary
Public

Print
Name: Marlene Sanchez
Title: Notary
Date: 02/17/2023

Corporate Seal OR Notary Seal/Stamp



MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Board of County Commissioners

By: _____
Name: _____
Deputy Clerk
Date: _____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

GROUND LEASE (PHASE I)

Dated as of _____, 2023

between

MIAMI-DADE COUNTY

Landlord

and

CULMER APARTMENTS, LTD.

Tenant

GROUND LEASE (PHASE I)

(Redevelopment of Culmer Place and Culmer Gardens)

THIS GROUND LEASE (PHASE I) (the **Lease**) is made as of _____, 2023 (the **Lease Date**) by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*, as amended) (**Landlord**) and **CULMER APARTMENTS, LTD.**, a Florida limited partnership (**Tenant**). Capitalized terms used in this Lease, without being defined elsewhere herein, shall have the meanings set forth in Section 1.1 hereof.

WITNESSETH:

WHEREAS, Landlord is the owner of the Land consisting of certain real property located in Miami-Dade County, Florida, which is a portion of the public housing development known as Culmer Place and Culmer Gardens; and

WHEREAS, Landlord issued a request for proposal (**RFP**) soliciting proposals for the redevelopment of Culmer Place and Culmer Gardens; and

WHEREAS, Culmer Holdings, LLC, a Florida limited liability company (**Culmer Holdings**), proposed to newly construct a minimum of 239 units, of which 119 are RAD/Section 18 units, and

WHEREAS, on October 3, 2019, the Miami-Dade Board of County Commissioners (the **Board**) awarded developer rights to Culmer Holdings with respect to the Premises and other real property described therein (the **Entire Premises**), pursuant to the RFP; and

WHEREAS, Culmer Holdings has formed Tenant to develop the Premises as Phase I of the Project; and

WHEREAS, Landlord desires to lease the Premises to Tenant to enable Tenant to develop the Premises as Phase I of the Project, consistent with the Plans and Specifications; and

WHEREAS, on _____, _____, the Board adopted Resolution No. _____, authorizing Landlord and Tenant to enter into this Lease;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties set forth herein, Landlord and Tenant do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions.

The following terms shall have the following definitions in this Lease:

a. **Act** means the United States Housing Act of 1937 (42 U.S.C. § 1437, *et seq.*), as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

- b. **Affordable Housing** shall mean housing units that do not exceed the maximum monthly rent limits (as determined by the FHFC for its multifamily rental programs) for households at or below eighty percent (80%) of the medium income level for the Miami-Dade County Metropolitan Statistical Area.
- c. **Annual Rent** has the meaning set forth in Section 3.1(i).
- d. **APP** has the meaning set forth in Article XVI.
- e. **Applicable Transfer** has the meaning set forth in Section 11.3.1.
- f. **Appraisal Notice** has the meaning set forth in Section 11.3.2.
- g. **Award** has the meaning set forth in Section 6.2(b).
- h. **Bankruptcy Laws** has the meaning set forth in Section 8.1(d).
- i. **Board** means the Miami-Dade Board of County Commissioners as provided in the Recitals to this Lease.
- j. **Capitalized Payment** has the meaning set forth in Section 3.1(ii).
- k. **Certificate of Occupancy** shall mean the temporary or permanent certificate issued by the governmental agency and/or department authorized to issue a certificate of occupancy or certificate of completion, as applicable, evidencing that the applicable building(s) is (are) ready for occupancy in accordance with applicable laws.
- l. **Construction Completion** shall mean the receipt of a Certificate of Occupancy for Phase One.
- m. **County** means Miami-Dade County.
- n. **Culmer Holdings** has the meaning set forth in the Recitals of this Lease.
- o. **Defects** has the meaning set forth in Section 7.3.
- p. **Department of Cultural Affairs** has the meaning set forth in Article XVI.
- q. **Developer** means APC Culmer Development, LLC, a Florida limited liability company.
- r. **Development** means the construction (or rehabilitation), maintenance and operation of the Premises in accordance with this Lease.
- s. **Entire Premises** has the meaning set forth in the Recitals of this Lease.
- t. **Entitlements** means all development, zoning, land use, entitlements, operation permits, concurrency, comprehensive plan amendments, site plan approval, platting, water and sewer rights and/or any other approvals and/or variances as may be required from the various governmental or quasi-governmental authorities having jurisdiction over the Premises beyond any applicable appeals period, for the development and construction of the Project.

u. **Environmental Assessments** means the environmental studies and reports to be obtained by Tenant on or before the Lease Date.

v. **Environmental Cleanup Work** has the meaning set forth in Section 4.2(b)(2).

w. **Environmental Laws** means any present and future Federal, State or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning or otherwise addressing the protection of land, water, air or the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (**CERCLA**); the Resource, Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (**RCRA**); the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. (**TOSCA**); the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq. and any so-called "Superfund" or "Superlien" law; as each is from time to time amended and hereafter in effect.

x. **Existing Residents** shall mean those residents residing at the Premises prior to the Lease Date, or residents of adjoining buildings that will be demolished pursuant to an integrated RAD conversion plan and who will be offered rehousing in a Replacement Unit.

y. **Event of Default** has the meaning set forth in Section 8.1.

z. **Fair Market Value** has the meaning set forth in Section 11.3.1.

aa. **Fair Market Value Notice** has the meaning set forth in Section 11.3.2.

bb. **FHFC** means the Florida Housing Finance Corporation.

cc. **Hazardous Substances** means (i) "hazardous substances" as defined by CERCLA or Section 311 of the Clean Water Act (33 USC § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (ii) "hazardous wastes," as defined by RCRA; (iii) any hazardous, dangerous or toxic chemical, waste, pollutant, material, element, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (iv) petroleum crude oil or fraction thereof; (v) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. §2011 et seq. and amendments thereto and reauthorizations thereof; (vi) asbestos-containing materials in any form or condition; (vii) polychlorinated biphenyls or polychlorinated biphenyl-containing materials in any form or condition; (viii) a "regulated substance" within the meaning of Subtitle I of RCRA, as amended from time to time and regulations promulgated thereunder; (ix) substances the presence of which requires notification, investigation or remediation under any Environmental Laws; (x) urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) lead-based paint or lead-based paint-containing materials; and (xii) radon or radon-containing or producing materials.

dd. **HUD** means the United States Department of Housing and Urban Development.

ee. **HUD Lease Addendum** means the Addendum attached hereto as Exhibit C.

ff. **Improvements** means all repairs, betterments, buildings and developments hereafter constructed or rehabilitated on the Land, and any additional parking areas, walkways, landscaping, fencing or other amenities on the Land.

gg. **Inspector General** has the meaning set forth in Section 12.1.

hh. **Investor** means Tenant's equity investor(s) who will be admitted as a partner of Tenant under the Partnership Agreement, and any successor or assign thereof.

ii. **IPSIG** has the meaning set forth in Section 12.1.

jj. **Land** means that certain real property located in Miami-Dade County, legally described in Exhibit A, together with all easements, including the Temporary Easement, rights, privileges, licenses, covenants and other matters that benefit or burden the real property.

kk. **Landlord** means, as provided in the introductory paragraph to this Lease, Miami-Dade County, a political subdivision of the State of Florida and a "public housing agency" as defined in the Act.

ll. **Landlord's Notice** has the meaning set forth in Section 11.3.1.

mm. **Landlord/Tenant Documents** has the meaning set forth in Section 5.1(b).

nn. **Lease** means, as provided in the introductory paragraph to this Lease, this ground lease, as the same shall be amended from time to time.

oo. **Lease Date** shall have the meaning ascribed to such term in the introductory paragraph to this Lease.

pp. **Lease Year** means, in the case of the first lease year, the period from the Lease Date through December 31st of that year; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of a Lease Year then the last Lease Year of the Term shall be the period from the end of the preceding Lease Year to such date of termination.

qq. **LEED** has the meaning set forth in Section 5.8(a).

rr. **LIHTC** means Low Income Housing Tax Credits.

ss. **Non-RAD HAP Contract** means one or more Housing Assistance Payments Contract(s) for a total of 71 project based vouchers for Section 18 units disposed of under a RAD/Section 18 Blend Program.

tt. **Non-RAD PBV Unit** means any of the 71 units subject to the Non-RAD HAP Contract..

uu. **NGBS** has the meaning set forth in Section 5.8(a).

vv. **Partial Taking** has the meaning set forth in Section 6.2(d).

ww. **Partnership Agreement** means the Amended and Restated Agreement of Limited Partnership of Tenant to be entered into on or about the Lease Date and pursuant to which the Investor will be admitted as a partner of the Tenant.

xx. **Permitted Encumbrances** means such recorded title matters as are disclosed pursuant to the title commitment to be obtained by Tenant pursuant to Section 7.1 and are not identified by Tenant as objectionable matters pursuant to the procedure provided in Section 7.3.

yy. **Permitted Leasehold Mortgage** has the meaning set forth in Section 8.9.

zz. **Permitted Leasehold Mortgagee** has the meaning set forth in Section 8.9(a).

aaa. **Permitted Use(s)** has the meaning set forth in Section 5.1(b).

bbb. **Personal Property** means all fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fittings, appliances, apparatus, equipment, machinery, chattels, building materials, and other property of every kind and nature whatsoever, and replacements and proceeds thereof, and additions thereto, now or at any time hereafter owned by Tenant, or in which Tenant has or shall have an interest, now or at any time hereafter affixed to, attached to, appurtenant to, located or placed upon, or used in any way in connection with the present and future complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Premises, excepting any personal property or fixtures owned by any tenant (other than the Tenant) occupying the Premises and used by such tenant for residential purposes or in the conduct of its business in the space occupied by it to the extent the same does not become the property of Tenant under the lease with such tenant or pursuant to applicable law.

ccc. **Phase One** or **Phase I** shall mean the first phase of the overall development of the Entire Premises to be developed and constructed in accordance with the Plans and Specifications.

ddd. **Phase One Demolition Premises** means that certain premises located within the Entire Premises and more particularly described on Exhibit E, attached hereto and made a part hereof, which location and square footage of such premises may be modified as a result of HUD review and approval.

eee. **Plans and Specifications** means the plans and specifications for Phase One of the Improvements to be constructed on the Land, which Plans and Specifications shall be approved by Landlord prior to Lease Date.

fff. **Premises** means the Land, the Improvements and the Personal Property.

ggg. **Procedures Manual** has the meaning set forth in Article XVI.

hhh. **Project** means the development of the Improvements on the Land in accordance with the Plans and Specifications.

iii. **Project-Based Voucher (PBV) Program** means a component of a public housing agency's (PHA's) Housing Choice Voucher (HCV) program. PBV's may be awarded through RAD, following a Section 18 disposition, or otherwise in accordance with the Act and regulations thereunder.

jjj. **RAD Document** means any document effectuating any part of RAD Requirements, including without limitation, a RAD Conversion Commitment, a RAD Use Agreement, and a RAD HAP Contract.

kkk. **RAD HAP Contract** means one or more Housing Assistance Payments Contract(s) for project based vouchers in the form required by RAD Requirements.

lll. **RAD Notice** means HUD Notice H-2019-09, PIH-2019-23 (HA), Rental Assistance Demonstration Final Implementation-Revision 4, and any subsequent revisions thereto.

mmm. **RAD Program** means HUD's Rental Assistance Demonstration program originally authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55), as it may be re-authorized or amended, as further governed by the RAD Notice.

nnn. **RAD/Section 18 Blend Program** means a variant of the RAD Program in which a certain number of public housing units convert to Section 8 and are made subject to a RAD HAP Contract and a certain number of public housing units receive disposition approval in connection with a RAD Conversion and are replaced with units subject to one or more Non-RAD HAP Contracts.

ooo. **RAD Requirements** means all requirements for the RAD Program as set forth in the RAD Notice, the RAD Documents and any other rules or regulations promulgated by HUD for the RAD Program.

ppp. **RAD Unit** means any of the 48 units to be designated on the Premises and operated in accordance with RAD Requirements.

qqq. **RAD Use Agreement** shall mean that certain agreement executed by Landlord, Tenant, and HUD with respect to permitted uses of the Project and rights of potential beneficiaries, which use agreement governs in case of any conflict with this Lease.

rrr. **Real Estate Taxes** has the meaning set forth in Section 3.6.

sss. **Regulatory Default** has the meaning set forth in Section 8.5.

ttt. **Relocation Plan** has the meaning set forth in Section 2.2.

uuu. **Rent** means the amount payable by Tenant to Landlord pursuant to and as further defined in Section 3.1.

vvv. **Rent Commencement Date** means the 1st day of January of the year after payment of any deferred developer fees to Developer are paid in full in accordance with the Partnership Agreement.

www. **Replacement Unit** means any of the 48 RAD Units or the 71 Non-RAD PBV Units.

xxx. **RFP** has the meaning set forth in the Recitals to this Lease.

yyy. **Sales Notice** has the meaning set forth in Section 11.1.

zzz. **Sales Offer** has the meaning set forth in Section 11.2.

aaaa. **Taking** means any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, or quasi-public use or purpose. A Taking may be total or partial, permanent or temporary

bbbb. **Temporary Easement** has the meaning set forth in Section 2.3.

cccc. **Tenant** means, as provided in the introductory paragraph to this Lease, Culmer Apartments, Ltd., a Florida limited partnership.

dddd. **Tenant's Relocation Obligation** has the meaning set forth in Section 2.2.

eeee. **Term** means a period of time commencing with the Lease Date and continuing until the date which is seventy-five (75) Lease Years thereafter.

ffff. **Total Taking** has the meaning set forth in Section 6.2(c).

gggg. **Unavoidable Delay** shall mean (i) delays due to strikes; acts of God; pandemics or other public health crises (including the economic consequences of same) that impact the Development; (ii) floods; fires; any act, neglect or failure to perform of or by the Landlord (to the extent that it affects performance by Tenant); (iii) enemy action; civil disturbance; sabotage; restraint by court or public authority; (iv) extraordinary economic or political conditions or events that result in a significant decline in economic activity that impairs access to debt or equity markets by developers of development projects in the United States or South Florida similar to the portion of the Development being developed or that allows committed debt or equity participants to terminate their debt or equity commitment, such as a temporary or long term liquidity crisis or recession, or (v) new duties, taxes, or other charges imposed as a result of geopolitical actions, which, with respect to (i) through (v) of the definition, results in a material delay or material increase in the construction costs for the Development.

1.2. Interpretation.

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural and vice versa unless the context shall otherwise indicate.

1.3. Exhibits.

Exhibits to this Lease are incorporated by this reference and are to be construed as a part of this Lease.

ARTICLE II

PREMISES AND TERM

2.1. Premises and Term. Landlord leases and demises to Tenant and its successors and assigns, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Land for the Term unless sooner terminated in accordance with the provisions contained in this Lease.

2.2. Improvements Prior to the Lease Date, Tenant has submitted to Landlord, and Landlord has approved, a relocation plan (the **Relocation Plan**) for any Existing Residents that (I) reside in or adjoining Phase One and (II) intend to relocate to the Land upon Construction Completion of Phase One. Tenant shall relocate the Existing Residents according to the approved Relocation Plan (**Tenant's Relocation Obligation**); provided, however, Landlord agrees to be responsible for relocating any Existing Residents who do not intend to relocate to the Land upon Construction Completion of Phase One. Landlord hereby conveys fee interest to the existing improvements relating to Phase One to Tenant free of any and all liens, violations, impositions or any other matters that may adversely affect title to the existing improvements. Tenant shall have the right, but not the obligation, to demolish those improvements existing on the Premises as of the Lease Date in preparation of developing the Improvements in accordance with the Plans and Specifications.

2.3. Temporary Easement to Phase One Demolition Premises. The Landlord hereby grants to Tenant and Tenant's agents, consultants and contractors an exclusive temporary easement (the **Temporary Easement**) to access and enter upon the Phase One Demolition Premises as necessary to facilitate the development, construction and operation of the Improvements contemplated for the Premises. In connection with the foregoing, Tenant shall have the right to use the Phase One Demolition Premises, or portions thereof, as a construction staging area, including the right to fence and/or otherwise secure its staging/storage area as necessary or appropriate to protect its equipment, materials and supplies. Tenant shall also have the right to demolish any existing improvements located within the Phase One Demolition Premises following the relocation of all residents therein, and in accordance with any HUD requirements or conditions, to the extent required in connection with the development, construction and operation of the Improvements contemplated for the Premises. Further, Tenant or any of its applicable contractors or consultants performing any work on the Phase One Demolition Premises shall provide liability insurance (and other insurance reasonably requested by the Landlord) relating to such work, which insurance shall name the Landlord as additional insured. This Temporary Easement shall commence upon the Lease Date and shall terminate upon two (2) years from the Lease Date. Landlord warrants that it has valid fee simple title to the Phase One Demolition Premises and will defend the claims against all persons whomsoever. The Temporary Easement granted through this Section 2.3 shall be binding upon the Landlord and its successors and assigns and shall constitute a covenant running with the Phase One Demolition Premises, and shall inure to the benefit and be binding upon the heirs, successors, assigns, tenants, agents, employees, guests and invitees of Landlord.

ARTICLE III

RENT

3.1. Rent. Tenant covenants and agrees to pay to Landlord as Rent under this Lease:

- i. Effective as of the Rent Commencement Date, an annual rental amount (**Annual Rent**) equal to \$20,000.00 payable out of the available (net) cash flow that is distributable by Tenant in the priority set forth in Section 4.02(a) of the Partnership Agreement, such amount to increase at three percent (3%) per year commencing on the eleventh anniversary of the repayment in full of Tenant's HUD-insured mortgage; and
- ii. a one-time capitalized lease payment, to be paid upon the Lease Date by delivery of a non-recourse, subordinate mortgage note, in the amount of

\$6,210,000.00 (the **Capitalized Payment**), which was calculated based on the appraised market value of the fee simple interest in the Land.

Rent means the sum of Annual Rent and the Capitalized Payment. After the Rent Commencement Date, Annual Rent shall be payable within ninety (90) days following the end of the Project's fiscal year. Any portion of the Annual Rent not paid with respect to any given year shall accrue and be deferred to be paid along with the following year's Annual Rent payment or as otherwise agreed to by the parties to this Lease, in any event, only to the extent of available cash flow as set forth in Section 3.1(i) above. Rent shall be made payable to the Board of County Commissioners, c/o Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to the Rent Commencement Date, Tenant is not obligated to pay Rent or any other sums to the Landlord under this Lease other than the Capitalized Payment.

3.2. Other Payments. Tenant covenants and agrees to pay to Landlord additional payments, including the Davis-Bacon Review Fee noted below, as and when set forth herein. All additional payments shall be made payable to the Board of County Commissioners, c/o Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to the Rent Commencement Date, Tenant is not obligated to pay Rent or any other sums to the Landlord under this Lease other than the Capitalized Payment.

- a. Davis-Bacon Review Fee of \$2,500/month commencing with the Lease Date and terminating when Certificate of Occupancy is obtained.

3.3. Surrender.

(a) Upon the expiration of this Lease by the passage of time or otherwise, Tenant will yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed hereunder to remove from the Premises at the end of the Term, or at the earlier termination of this Lease, Landlord shall be deemed Tenant's agent to remove such items from the Premises at Tenant's sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, the Tenant shall pay to Landlord a charge for each day of occupancy after expiration or termination of the Lease in an amount equal to 150% of Tenant's Rent (applicable during the immediately preceding Lease Year) prorated on a daily basis. Such charge shall be in addition to any actual damages suffered by Landlord due to Tenant's failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

(b) Where furnished by or at the expense of Tenant or any sublessee, or secured by a lien held by either the owner or a lender financing same, signs, furniture, furnishings, movable trade fixtures, business equipment and alterations and/or other similar items may be removed by Tenant, or, if approved by Tenant, by any such sublessee, or lien holder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage any Improvements or necessitate changes in, or repairs to, Improvements, Tenant shall repair or restore (or cause to be repaired or restored) the Improvements to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade

fixtures and business equipment, or pay or cause to be paid to Landlord the reasonable cost of repairing any damage arising from such removal. This Section 3.3(b) shall survive any termination or expiration of this Lease.

3.4. Utilities. Commencing as of the Lease Date, Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, other energy sources or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises. Landlord hereby grants to Tenant the non-exclusive right to construct utility infrastructure and connections and to tie-into existing infrastructure and utility connections serving the Premises, all as to be specified in the Plans and Specifications.

3.5. Other. Commencing as of the Lease Date, Tenant covenants to pay and discharge, when the same shall become due, all other amounts, liabilities, and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof (provided that Tenant shall not be liable for any payment or portion thereof which Landlord is obligated to pay and which payment Landlord has failed to make when due); and, in the event of any failure by Tenant to pay or discharge the foregoing, Landlord shall have the right, after ten (10) business days' notice to Tenant, to make any such payment on behalf of Tenant and charge Tenant therefor.

3.6. Taxes. Tenant understands and agrees that as a result of the Landlord's fee ownership of the Premises, for State law purposes, the Premises may be exempt from any ad valorem taxes. Landlord represents to Tenant that any such exemption should remain in effect notwithstanding that Landlord is entering into this Lease. However, if for any reason whatsoever after the Lease Date, the Premises becomes subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges imposed during the Term and any extensions upon such portion of the Premises and the building and/or other improvements constructed on the Premises by Tenant (**Real Estate Taxes**), Tenant shall be required to pay such Real Estate Taxes, prior to delinquency without notice or demand and without set-off, abatement, suspension or deduction. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such taxes exclusively attributable to the Premises. In addition, after the Lease Date, Tenant shall be required to pay for any water, electric, sewer, telephone or other utility charges incurred by Tenant during the Term or any extensions which are limited solely to such portion of the Premises and/or any structures and/or improvements thereon.

3.7. Contested Obligations. If Tenant shall deem itself aggrieved by any Real Estate Taxes or other charges for which it is responsible hereunder and shall elect to contest the payment thereof, Tenant may make such payment under protest or, if postponement of such payment will not jeopardize Landlord's title to the Land, or subject Landlord to the risk of any criminal liability or civil liability or penalty, Tenant may postpone the same provided that it shall secure such payment and the interest and penalties thereon and the costs of the contest on the determination or the proceedings or suit in which such contest may be had, by causing to be delivered to Landlord cash or other security satisfactory to Landlord, or a bond of indemnity of a good and solvent surety company, in form and amount satisfactory to Landlord. Either party paying any Real Estate Taxes or other charges shall be entitled to recover, receive and retain for its own benefit all abatements and refunds of such Real Estate Taxes or other charges, unless it has previously been reimbursed by the other party, in which case an equitable distribution will be made. Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings or as a result of Tenant's failure to pay Real Estate Taxes and other related charges with respect to the Premises. Landlord, without obligating itself to incur any costs or

expenses in connection with such proceedings, shall cooperate with Tenant by providing such information and executing such applications, documents or filings as requested by Tenant, each with respect to such proceedings so far as reasonably necessary; provided, however, that Tenant acknowledges that the foregoing duty to cooperate will not require the Landlord to take any legal position contrary to the position taken by the Miami-Dade County Property Appraiser or Tax Collector in any such proceeding. Tenant shall not discontinue any abatement proceedings begun by it without first giving the Landlord written notice of its intent to do so and reasonable opportunity to be substituted in such proceedings. Landlord shall promptly furnish to Tenant a copy of any notice of any Real Estate Taxes received by Landlord.

ARTICLE IV

INDEMNITY, LIENS AND INSURANCE

4.1. Indemnity for Tenant's Acts. From and after the Lease Date, Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, members, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, provided, however, nothing herein contained shall obligate or hold Tenant responsible (a) for any costs, expenses, claims or demands made by any party associated with the Premises relating to acts or omissions occurring prior to the Lease Date (including, but not limited to, any acts or omissions relating to the operation, maintenance, repair, security, supervision or management of the Premises or any disputes with Existing Residents), or (b) for any claims stemming from Landlord's and/or its officers', employees' or agents' acts or omissions; it being agreed to by the Landlord and Tenant that Tenant shall have no liability or obligation whatsoever with respect to such acts or omissions occurring prior to the Lease Date and for any costs, expenses, claims or demands made by any party associated with the Premises or for any claims stemming from Landlord's and/or its officers', employees' or agents' misconduct or negligence, except to the extent that such costs, expenses, claims or demands arise from the acts or omissions of the Tenant, its agents, contractors, employees, members, or invitees. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

4.2. Landlord's Environmental Responsibility and Representations.

a. Except to the extent that an environmental condition is aggravated or exacerbated by the negligent or willful acts or omissions of Tenant, its agents or contractors, Tenant shall not be responsible under this Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement action of any kind, and all costs and expenses incurred in connection therewith arising out of: (i) the presence of any Hazardous Substances in, on, over, or upon the Premises first affecting the Premises as of or prior to the Lease Date, whether now known or unknown; or (ii) the failure of Landlord or its agents or contractors prior to the Lease Date to

comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, under or from the Premises at any time, whether or not such failure to comply was known or knowable, discovered or discoverable prior to the Lease Date.

- b. Landlord represents and warrants to Tenant that, as of the date hereof:
 - 1. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, neither the Land nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, storage, handling, treatment, transportation or disposal of any Hazardous Substances;
 - 2. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, no Hazardous Substances have been installed, used, stored, handled or located on or beneath the Land, which Hazardous Substances, if found on or beneath the Land, or improperly disposed of off of the Land, would subject the owner or occupant of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Premises (collectively, **Environmental Cleanup Work**) in order to comply with any Environmental Laws;
 - 3. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, no notice from any governmental authority or any person has ever been served upon Landlord, its agents or employees, claiming any violation of any Environmental Law or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Premises, and neither Landlord, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order; and
 - 4. except as may be referenced in the Environmental Assessments, and to the best of Landlord's knowledge, no part of the Land is affected by any Hazardous Substances contamination, which for purposes hereof, shall mean: (i) the contamination of any improvements, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on or of the Land by Hazardous Substances, or (ii) the contamination of the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on, or of, any other property as a result of Hazardous Substances emanating from the Land.

4.3. Liens.

a. Tenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Tenant it being provided, however, that Tenant shall have the right to contest the validity thereof. Tenant shall not have any right, authority or power to bind Landlord, Landlord's fee interest in the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the Tenant's development, construction or operation of the Improvements or any change, alteration or addition thereto. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT

SHALL EITHER (A) PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW OR (B) TRANSFER SUCH LIEN TO BOND WITHIN NINETY (90) DAYS FOLLOWING THE FILING THEREOF. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

b. Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Tenant or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or operation of the Premises, and in all events will bond or cause to be bonded, with surety companies reasonably satisfactory to Landlord, or pay or cause to be paid in full forthwith, any mechanic's, materialmen's or other lien or encumbrance that arises, due to the actions of Tenant or any person acting on behalf of or under the control of Tenant, against the Premises.

c. Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises to satisfy the same; provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give reasonable security to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such nonpayment, and Tenant shall indemnify Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 4.3, Tenant shall pay within a prescribed time any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Landlord shall have the right after five (5) business days' notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor.

d. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, to or for the performance of any labor or services or the furnishing of any materials for construction, alteration, addition, repair or demolition of or to the Premises or of any part thereof.

4.4. Insurance Requirements. Beginning on the Lease Date and continuing until the expiration or earlier termination of the Term, Tenant shall, at all times, obtain and maintain, or cause to be maintained, insurance for Tenant and the Premises as described in Exhibit B, or as otherwise approved in writing by Landlord.

ARTICLE V

USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.1. Use; Covenants.

a. In accordance with and subject to the terms and conditions of this Lease, Tenant and Landlord agree that Tenant shall construct or rehabilitate mixed-income units, including 119 Replacement Units, Affordable Housing, workforce housing units as defined by Section 33.193.6 of the Code of Miami-Dade County, as may be amended from time to time, and/or market rate housing on the Land in accordance with all applicable RAD agreements and documents.

b. Tenant covenants, promises and agrees that commencing on the Lease Date, during the Term of this Lease, it shall not devote the Premises or any part thereof to uses other than those consistent with this Lease (the **Permitted Uses**) and the requirements of all applicable documents to be executed between Landlord and Tenant (collectively, the **Landlord/Tenant Documents**). Without limiting the generality of the foregoing sentence, or the duration of the use restrictions applicable during the Term, Tenant covenants, promises and agrees that:

- i. It will (a) enter into the RAD HAP Contract when the same is presented by Landlord; (b) apply to Landlord for renewal of the RAD HAP Contract not later than ninety (90) days prior to the expiration of the RAD HAP Contract or any extension thereof, and (c) accept renewal of the RAD HAP Contract; and failure to do so will be considered a default under this Lease;
- ii. It will (a) enter into the Non-RAD HAP Contract when the same is presented by Landlord; (b) apply to Landlord for renewal of the Non-RAD HAP Contract not later than ninety (90) days prior to the expiration of the Non-RAD HAP Contract or any extension thereof to the maximum extent permitted by the Act and (c) accept renewal of the Non-RAD HAP Contract; and failure to do so will be considered a default under this Lease;
- iii. During the Term, Tenant will operate and maintain the RAD Units in accordance with all applicable RAD Requirements for so long as the RAD Use Agreement and RAD HAP Contract so require, except to the extent that any requirement may be specifically waived in writing by Landlord and/or HUD, as appropriate; and
- iv. Neither the Improvements constructed by Tenant, nor any part thereof, may be demolished other than (1) in accordance with the RAD Requirements and with prior written approval of Landlord or (2) as part of a restoration from a casualty. Tenant is required to maintain insurance sufficient to cover full replacement of the Improvements and any shortfall shall be the sole obligation of the Tenant to fund.

c. The provisions of the RAD Requirements and this Section 5.1 are intended to create a covenant running with the land and, subject to the terms and benefits of the RAD Requirements, to encumber and benefit the Premises and to bind for the Term Landlord and Tenant and each of their successors and assigns and all subsequent owners of the Premises, including, without limitation, any entity which succeeds to Tenant's interest in the Premises by foreclosure of any Permitted Leasehold Mortgage or instrument in lieu of foreclosure.

d. In the event of a conflict between the RAD Requirements and this Lease, the RAD Requirements shall govern.

5.2. Residential Improvements.

a. From and after the Lease Date, Tenant shall construct the Improvements on the Land in conformance with the Plans and Specifications. Tenant shall cause the Improvements to be substantially completed and placed in service in accordance with the Landlord/Tenant Documents. Tenant shall construct the Improvements and make such other repairs, renovations and betterments to the Improvements as it may desire (provided that such renovations and betterments do not reduce the number of units or bedroom count at the Premises) all at its sole cost and expense, in accordance with (i) the Landlord/Tenant Documents and (ii) any mortgage encumbering the Tenant's leasehold estate, in a good and workmanlike manner, with new materials and equipment whose quality is at least equal to that of the initial Improvements, and in conformity with all applicable federal, state, and local laws, ordinances and regulations. Tenant shall apply for, prosecute, with reasonable diligence, procure or cause to be procured, all necessary approvals, permits, licenses or other authorizations required by applicable governmental authorities having jurisdiction over the Improvements for the construction and/or rehabilitation, development, zoning, use and occupation of the Improvements, including, without limitation, the laying out, installation, maintenance and replacing of the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, fixtures, wires, pipes, conduits, equipment and appliances and water, gas, electric, telephone, drain and other utilities that are customary in developments of this type for use in supplying any such service to and upon the Premises. Landlord shall, without expense to Landlord absent consent therefor, cooperate with Tenant and assist Tenant in obtaining all required licenses, permits, authorizations and the like, and shall sign all papers and documents at any time needed in connection therewith, including, without limitation, such instruments as may be required for the laying out, maintaining, repairing, replacing and using of such services or utilities. Any and all buildings, fixtures, improvements, trade fixtures and equipment placed in, on, or upon the Premises shall remain the sole and exclusive property of Tenant and its subtenants, notwithstanding their affixation to, annexation to, or incorporation into the Premises, until the termination of this Lease, at which time title to any such buildings, fixtures, Improvements trade fixtures and equipment that belong to Tenant shall vest in Landlord.

b. From and after the Lease Date, Tenant shall take no action to effectuate any material amendments, modifications or any other alterations to the Project proposals and applications, or Plans and Specifications, that would increase the total number of RAD Units and/or other units, and/or other uses on the Land other than the Permitted Uses, unless authorized in accordance with the Landlord/Tenant Documents or otherwise approved by Landlord in writing and in advance.

c. Landlord agrees that, to the extent permitted by law, Tenant shall have the exclusive right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs or advertisements in accordance with subparagraph (i) below, in or on the Premises. In connection with the foregoing, Tenant shall have the right to license the use of the Premises to third parties for the placement of such signs. Tenant shall be responsible for obtaining any and all permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements, and Landlord agrees to execute any consents reasonably necessary or required by any governmental authority as part of Tenant's application for such permits or licenses.

i. The following types of signs and advertising shall be allowed in the area described in subparagraph (a) above:

1. Signs or advertisements identifying the Improvements to the Premises and in particular residential or other uses therein, and any "branding" graphics developed by Tenant in connection with the Project, as well as signs indicating security features or rules and regulations as may pertain to any Improvements;

2. Signs or advertisements offering all or any portion of the Premises for rent; and

3. Signs or advertisements advertising or identifying any product, company, or service operating in the Premises or otherwise related thereto, including without limitation, signage requested or desired by a Lender or any person providing financing, or any developer, contractor, subcontractor, supplier or joint venturer participating in the Project.

ii. Tenant shall have the right to remove any signs which, from time to time, may have become damaged, obsolete, unfit for use or which are no longer useful, necessary or profitable in the conduct of Tenant's business, or in the occupancy and enjoyment of the Property by Tenant.

iii. As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, or otherwise.

5.3. Tenant's Obligations.

a. From and after the Lease Date, Tenant shall, at its sole cost and expense, maintain the Premises, reasonable wear and tear excepted, and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping, irrigation, heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems; structural roof, walls, floors and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors (provided, however, that Landlord shall reimburse and indemnify Tenant for the cost of any repairs, restorations, or replacements required due to the acts or omissions of Landlord or its agents or employees and any costs or liabilities arising therefrom). All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to or better than the original work or installations and shall be in accordance with all applicable building codes; provided, however, nothing herein contained shall obligate or hold Tenant responsible for any repairs, restorations, or replacements to the Improvements required as a result of an event, act or omission that occurred or existed prior to the Lease Date.

b. Tenant may make any alterations, improvements, or additions to the Premises as Tenant may desire, without the consent of the Landlord, if the alteration, improvement, or addition will not change the Permitted Use of the Premises and there is no resulting permanent reduction in the number of RAD Units required at the Property by this Agreement, or permanent reduction of Project amenities and such alterations, improvements or additions to the Premises comply with applicable law and do not impair the value of the Project. Tenant shall, prior to commencing any

such actions, give notice to Landlord and provide Landlord with complete plans and specifications therefor.

5.4. Compliance with Law.

a. From and after the Lease Date, Tenant shall, at its expense, perform all its activities on the Premises in compliance, and shall cause all occupants of any portion thereof to comply, with all applicable laws (including, but not limited to, Section 255.05, Florida Statutes, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, which prohibit discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance, 24 C.F.R. § 40.4, which establishes the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures, the Americans with Disabilities Act, and applicable Fair Housing laws and ordinances), ordinances, codes and regulations affecting the Premises or its uses, as the same may be administered by authorized governmental officials.

b. Without limitation of the foregoing, but expressly subject to the provisions of Section 5.4, from and after the Lease Date, Tenant agrees to fulfill the responsibilities set forth below with respect to environmental matters:

1. Tenant shall operate the Premises in compliance with all Environmental Laws applicable to Tenant relative to the Premises and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Premises. All required governmental permits and licenses issued to Tenant and associated with the Premises shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith and cause all third parties to comply therewith. All Hazardous Substances present, handled, generated or used on the Premises will be managed, transported and disposed of in a lawful manner. Tenant shall exercise due care and not cause or allow on or upon the Premises, or as may affect the Premises, any act which may result in the discharge of any waste or hazardous materials in violation of Environmental Laws, or otherwise damage or cause the depreciation in value to the Premises, or any part thereof due to the release of any waste or hazardous materials on or about the Premises in violation of Environmental Laws. Tenant shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Premises in violation of any applicable law.
2. Tenant shall promptly provide Landlord with copies of all forms, notices and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Premises upon discovery of such releases, spills or incidents, when received by Tenant from any government agency or other third party, or when and as supplied to any government agency or other third party. Additionally, Tenant hereby agrees to promptly notify Landlord, in writing, should an accident or incident occur in which any waste and/or hazardous materials are released or otherwise discharged on or about the Premises.

3. Tenant will construct and maintain premises to be compliant with Section 504 and the Americans With Disabilities Act and their amendments.

5.5. Ownership of Improvements/Surrender of Premises.

From and after the Lease Date, Tenant shall be deemed to exclusively own the Improvements and the Personal Property for federal and state tax purposes, and Tenant alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to retain any and all rental income and appreciation gain and to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code, with respect to the Improvements and the Personal Property, and Tenant shall have the right to amortize capital costs and to claim any other tax benefits attributable to the Improvements and the Personal Property, and Landlord shall not file any tax returns inconsistent with such treatment. Subject to the rights of any Permitted Leasehold Mortgagee, at the expiration or earlier termination of the Term of this Lease or any portion thereof, Tenant shall peaceably leave, quit and surrender the Premises, and the Improvements thereon (or the portion thereof so terminated), subject to the rights of tenants in possession of residential units under leases with Tenant. Upon such expiration or termination, the Premises (or portion thereof so terminated) shall become the sole property of Landlord at no cost to Landlord and shall be free of all liens and encumbrances and in the condition set forth in Section 5.3 (consistent with prudent and appropriate property management and maintenance during the Term) and, in the event of a casualty, to the provisions of Article VI. Tenant acknowledges and agrees that, upon the expiration or sooner termination of this Lease, any and all rights and interests it may have either at law or in equity to the Premises shall immediately cease.

5.6. Easements.

Landlord agrees, subject to the approval of the Board, that Landlord shall not unreasonably withhold, condition or delay its consent, and shall join with Tenant from time to time during the Term in the granting of easements affecting the Premises which are for the purpose of providing utility services for the Premises in accordance with an approved development or redevelopment plan, which easements, shall require the approval of the Board. If any monetary consideration is received by Tenant as a result of the granting of any such easement, such consideration shall be paid to Landlord, excluding any cost-sharing arrangement between the various phases of development of the Entire Premises. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this Section, Tenant shall give notice to Landlord of the action to be taken, and shall certify to Landlord, that, in Tenant's opinion, such action will not adversely affect either the market value of the Premises or the use of the Premises for the Development.

5.7. Transfer; Conveyance; Assignment.

a. Except as otherwise permitted hereunder (including, but not limited to, Section 8.9 herein), Tenant agrees for itself and its successors and assigns in interest hereunder that it will not (1) assign this Lease or any of its rights under this Lease as to all or any portion of the Premises generally, or (2) make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of any or all of the Premises, or the Improvements, or the occupancy and use thereof, other than in accordance with the RAD Requirements, as applicable, and this Lease, without first obtaining Landlord's express written consent thereto, which shall not be unreasonably withheld, conditioned or delayed.

b. Landlord hereby consents to each and every encumbrance on the Premises disclosed by Landlord's policy of title insurance in connection with the mortgage securing the Capitalized Payment, including, without limitation, each of those Land Use Restriction Agreements, Regulatory Agreement, or Rental Regulatory Agreements of approximate even date herewith.

c. Notwithstanding anything herein to the contrary, (i) transfers of direct and/or indirect ownership interests in Tenant shall not constitute a transfer hereunder and shall not require Landlord's consent; and (ii) Tenant may sublet the Premises or any part thereof to residential and retail tenants under unrecorded leases, with rights as tenants only, without the prior written consent of Landlord.

5.8. Creating Sustainable Buildings.

a. **Tenant shall design the Development to be consistent with a Silver certification rating from the** U.S. Green Building Council's Leadership in Energy and Environmental Design (**LEED**) or National Green Building Standards (**NGBS**), as required by County Implementing Order 8-8.

b. The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. Tenant agrees to regularly provide Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the Development relative to the LEED Silver designation from the U.S. Green Building Council or certification from the NGBS or, alternatively, with respect to the standards equivalent to the LEED or NGBS adopted by the City of Miami (if applicable).

c. Further, the LEED Silver certification or designation or NGBS certification or alternative standards adopted by the City of Miami is a description or label designed to establish the level of energy efficiency and sustainability for the Improvements in the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Tenant specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform Landlord of any and all such additional methods or ways that Tenant will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Tenant's decision whether to incorporate or adopt any such additional steps or means shall be made in Tenant's sole and absolute discretion.

d. Energy-efficient reflective roofs or green roofs are also specifically required per Miami-Dade County Resolution No. R-1103-10.

ARTICLE VI

CASUALTY AND TAKING

6.1. **Casualty.** In the event the Premises should be destroyed or damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, Tenant, with the prior written consent of its Investor, may cancel this Lease after thirty

(30) days' notice to Landlord, but only after removing any trash and/or debris therefrom, subject to the terms and provisions of any Permitted Leasehold Mortgage. If the Premises is partially damaged due to any other reason than the causes described immediately above, but the Premises is not rendered unusable for Tenant's purposes, subject to the terms and provisions of any Permitted Leasehold Mortgage, the same shall be repaired by Tenant to the extent Tenant receives sufficient proceeds to complete such repairs from its insurance carrier under its insurance policy. Any such repairs will be completed within a reasonable time after receipt of such proceeds. If the damage to the Premises shall be so extensive as to render it unusable for Tenant's purposes, but shall nonetheless be capable of being repaired within One Hundred Twenty (120) days, subject to the terms and provisions of any Permitted Leasehold Mortgage, the damage shall be repaired with due diligence by Tenant to the extent Tenant receives sufficient proceeds under its insurance policy to complete such repairs. Landlord shall not be responsible for any damage to a nearby structure(s) or improvement(s) due to Tenant's negligence.

Notwithstanding anything contained in this Section 6.1, or otherwise in this Lease to the contrary, as long as the Tenant's leasehold interest is encumbered by any Permitted Leasehold Mortgage, this Lease shall not be terminated by Landlord or Tenant without the prior written consent of the Permitted Leasehold Mortgagee in the event that the Premises is partially or totally destroyed, and, in the event of such partial or total destruction, all insurance proceeds from casualty insurance, as provided herein, shall be paid to and held by the Permitted Leasehold Mortgagee, or an insurance trustee selected by the Permitted Leasehold Mortgagee to be used for the purpose of restoration or repair of the Premises, subject to the terms of the Permitted Leasehold Mortgage or other loan documents between Tenant and the Permitted Leasehold Mortgagee. Permitted Leasehold Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any settlement discussion relating to casualty or condemnation.

6.2. Taking.

a. Notice of Taking. Upon receipt by either Landlord or Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

b. Award. Subject to the terms of the Permitted Leasehold Mortgages, the Landlord and the Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 6.2(c) or 6.2(d), this Lease shall continue in effect as to the remainder of the Premises, and the net amounts owed or paid pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking (**Award**), will be disbursed in accordance with Section 6.2(c) or 6.2(d) (as the case may be) to the Landlord and/or Tenant. The Tenant and, to the extent permitted by law, any Permitted Leasehold Mortgagee, shall have the right to participate in negotiations of and to approve any such settlement with a condemning authority (which approval shall not be unreasonably withheld).

c. Total Taking. In the event of a permanent Taking of the entire fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a **Total Taking**), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that each party shall remain liable for any obligations required to be performed prior to the effective date of such termination and for any other obligations under this Lease which are expressly intended to survive termination. The Taking of any portion of the Improvements, fifteen percent (15%) or more of the then existing parking area, the loss of the rights of ingress and egress as then established or the loss of rights to use the any

easement benefitting the Premises, shall be, at Tenant's election (with the prior written consent of its Investor), but not exclusively considered, such a substantial taking as would render the use of the Premises not suitable for Tenant's use. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of this Lease, the loss of the Improvements paid for by Tenant, the loss of Tenant's leasehold estate and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made, with Landlord to receive the portion of the award allocable to its fee interest in the Land, subject to encumbrance by this Lease.

d. Partial Taking. In the event of a permanent Taking of less than all of the Premises (a **Partial Taking**), if Tenant reasonably determines that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot reasonably be made to be economically viable, and structurally sound, then Tenant may, with the prior written consent of its Investor, terminate this Lease, and the Tenant's portion of the Award shall be paid to Tenant. If Tenant shall not elect to terminate this Lease, Tenant shall be entitled to a reduction of Rent of such amount as shall be just and equitable. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking and the Tenant does not terminate this Lease, the Tenant shall be entitled to receive and retain an equitable portion of the Award and shall apply such portion of the Award necessary to repair or restore the Premises or the Improvements as nearly as possible to the condition the Premises or the Improvements were in immediately prior to such Partial Taking. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking which affects the use of the Premises after the expiration of the Term hereof, the Award shall be apportioned between the Tenant and the Landlord, with Tenant to receive amounts allocable to the Improvements and its leasehold interest in the Land, and Landlord to receive amounts allocable to its fee interest in the Land (subject to encumbrance by this Lease) and any remainder interest in the Improvements upon expiration of this Lease based on the remaining expected useful life of the Improvements following the Term hereof. Should such award be insufficient to accomplish the restoration, such additional costs shall be paid by Tenant.

e. Resolution of Disagreements. Should Landlord and Tenant be unable to agree as to the division of any singular award or the amount of any reduction of Rent and other charges payable by Tenant under the Lease, such dispute shall be submitted for resolution to the court exercising jurisdiction of the condemnation proceedings, each party bearing its respective costs for such determination. Landlord shall not agree to any settlement in lieu of condemnation with the condemning authority without Tenant's consent.

f. No Existing Condemnation. Landlord represents and warrants that as of the Lease Date, it has no actual or constructive knowledge of any proposed condemnation of any part of the Premises.

6.3. Termination upon Non-Restoration.

Following a Partial Taking, if a decision is made pursuant to this Article VI that the remaining portion of the Premises is not to be restored, **and Tenant shall have determined that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot be made economically viable or structurally sound,** Tenant shall surrender the entire remaining portion of the Premises to Landlord and this Lease shall thereupon be terminated without liability or further recourse to the parties hereto, provided

that any Rent, impositions and other amounts payable or obligations hereunder owed by Tenant to Landlord as of the date of the Partial Taking shall be paid in full.

ARTICLE VII

CONDITION OF PREMISES

7.1. Condition: Title. The Premises are demised and let in an "as is" condition as of the Lease Date. The Premises are demised and let to Tenant subject to: As-Is. Notwithstanding anything to the contrary contained herein, upon Tenant taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in its "as-is" and "where-is" condition, with any and all faults, and with the understanding that the Landlord has not offered any implied or expressed warranty as to the condition of the Premises and/or as to it being fit for any particular purpose, provided, however, that the foregoing shall not in any way limit, affect, modify or otherwise impact any of Landlord's representations, warranties and/or obligations contained in this Lease. Tenant shall, within thirty (30) days following the Lease Date, obtain a title commitment to insure Tenant's leasehold interest in the Premises. Tenant shall advise Landlord as to any title matters that Tenant deems objectionable and Landlord shall address same in accordance with Section 7.3, below.

7.2. No Encumbrances. Landlord covenants that Landlord has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Landlord represents and warrants that there are no existing mortgages, deeds of trust, easements, liens, security interests, encumbrances and/or restrictions encumbering Landlord's fee interest in the Land, other than the Permitted Encumbrances. Landlord's fee interest shall not hereafter be subordinated to, or made subject to, any mortgage, deed of trust, easement, lien, security interest, encumbrance and/or restriction without the prior written consent of Permitted Leasehold Mortgagee, Tenant and its Investor. Landlord covenants that it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or lien in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Landlord. Tenant may recover or recoup all costs and expenses thereof from Landlord if the Landlord fails to discharge any such encumbrance within the said thirty (30) day period. Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of Rent payable by Tenant hereunder. Landlord and Tenant agree to work cooperatively together to create such easements and rights of way as may be necessary or appropriate for the use of the Premises and the development of the Project thereon.

7.3. Landlord's Title and Quiet Enjoyment. Landlord represents and warrants that Landlord is seized in fee simple title to the Premises, free and clear and unencumbered, other than as affected by the Permitted Encumbrances. Landlord covenants that, so long as Tenant pays rent and performs the covenants herein contained on its part to be paid and performed, Tenant will have lawful, quiet and peaceful possession and occupancy of the Premises and all other rights and benefits accruing to Tenant under the Lease throughout the Term, without hindrance or molestation by or on the part of Landlord or anyone claiming through Landlord. So long as Tenant is not in default hereunder beyond any notice and grace period applicable thereto, Tenant's possession of the Premises will not be disturbed by Landlord, its successors and assigns. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into this Lease. Tenant shall have the right to order a title insurance commitment for the Premises. In the event the title insurance commitment shall reflect encumbrances or other

conditions not acceptable to Tenant (**Defects**), then, Landlord, upon notification of the Defects, shall immediately and diligently proceed to cure same and shall have a reasonable time within which to cure the Defects. If, after the exercise of all reasonable diligence, Landlord is unable to clear the Defects, then Tenant may accept the Defects or Tenant may terminate the Lease and the parties shall be released from further liability hereunder.

Notwithstanding Section 7.3 above, Landlord and its agents, upon reasonable prior notice to Tenant, shall have the right to enter the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Tenant with its obligations under this Lease.

ARTICLE VIII

DEFAULTS AND TERMINATION

8.1. Default.

The occurrence of any of the following events shall constitute an event of default (**Event of Default**) hereunder:

a. if Tenant fails to pay when due any Rent or other impositions due hereunder pursuant to Article III (except where such failure is addressed by another event described in this Section 8.1 as to which lesser notice and grace periods are provided), and any such default shall continue for thirty (30) days after the receipt of written notice thereof by Tenant from Landlord; or

b. if Tenant fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 8.1, and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Tenant proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within a reasonable period of time; provided, however, that for such time as Landlord or its affiliate is the management agent retained by Tenant, Tenant shall not be in default hereunder due to actions or inactions taken by Landlord or its affiliate in its capacity as the management agent; or

c. If any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Landlord by Tenant pursuant to this Lease shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made and the same shall not have been remedied to the reasonable satisfaction of Landlord within thirty (30) days after notice from Landlord; or

d. if Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (collectively called **Bankruptcy Laws**), or if Tenant shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or Tenant or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) admit in writing its inability to pay its debts generally as they become due; (c) make a general assignment for the benefit of its creditors; (d) file a petition commencing a voluntary case under or seeking to

take advantage of a Bankruptcy Law; or (e) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law; or

e. if an order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days; or

f. From and after the Lease Date, Tenant vacates or abandons the Premises or any substantial part thereof for a period of more than thirty (30) consecutive days (or, if applicable, such longer period as may be permitted in accordance with Section 6.1 or 6.2); or

g. This Lease, the Premises or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not stayed or discharged within ninety (90) days after its levy; or

h. Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

Notwithstanding anything to the contrary in this Lease, an Event of Default shall not be deemed to have occurred and Tenant shall not be deemed in default under this Lease if HUD fails to pay to Landlord the subsidies contemplated herein or if Landlord fails to pay the subsidies to Tenant pursuant to the RAD HAP Contract, or to meet Landlord's other obligations under this Lease. In the event HUD fails to pay to Landlord the subsidies contemplated herein, then Landlord at its sole discretion will (i) re-negotiate the terms of this Lease with the Tenant or (ii) use other method for redevelopment of the Premises, subject to the approval of the Board.

8.2. Remedies for Tenant's Default. Upon or after the occurrence of any Event of Default which is not cured within any applicable cure period, and so long as same remains uncured, Landlord may terminate this Lease by providing not less than thirty (30) days' written notice (which notice may be contemporaneous with any notice provided under Section 8.1) to Tenant, setting forth Tenant's uncured, continuing default and Landlord's intent to exercise its rights to terminate, whereupon this Lease shall terminate on the termination date therein set forth unless Tenant's default has been cured before the expiration of the applicable cure period. Upon such termination, Tenant's interest in the Premises shall automatically revert to Landlord, Tenant shall promptly quit and surrender the Premises to Landlord, without cost to Landlord, and Landlord may, without demand and further notice, reenter and take possession of the Premises, or any part thereof, and repossess the same as Landlord's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which Landlord might otherwise have for arrearages of Rent or other impositions

hereunder or for a prior breach of the provisions of this Lease. The obligations of Tenant under this Lease which arose prior to termination shall survive such termination. In lieu of termination of the Lease, Landlord may at its sole option and in its sole discretion choose to petition a court of competent jurisdiction for the appointment of a receiver for the purpose of (1) taking any and all remedial measures needed to remediate any conditions that are directly related to Tenant's default and (2) to take other measures to assure any project component or the overall project(s) are operating in a sound management and financial condition meeting the needs and requirements of the households being assisted directly or under the auspices of Landlord. Tenant shall have no responsibility or liability for any remedial measures taken pursuant to this provision by Landlord or any other third party not affiliated with Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits) arising under this Agreement.

8.3. Termination by Landlord. In addition to the Events of Default described in Section 8.1 above, the occurrence of any of the following shall also give Landlord the right to terminate this Lease by providing not less than thirty (30) days' written notice to Tenant setting forth Landlord's intent to exercise its right to terminate this Lease:

- a. Tenant and Landlord fail to obtain final approval of this Lease by the Board, which shall be within the Board's sole discretion (signature of this Lease by the Landlord shall be *prima facie* evidence of such approval).
- b. Institution of proceedings in voluntary bankruptcy by the Tenant.
- c. Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.
- d. Assignment of this Lease by Tenant for the benefit of creditors.
- e. A final determination of termination of this Lease in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.
- f. Tenant's failure to cure, within thirty (30) days following Tenant's receipt of written notice from Landlord, a condition posing a threat to health or safety of the public or patrons (or such longer period if the default is not capable of being cured in such 30 day period).

Notwithstanding the foregoing, this Agreement shall not be terminated for default if the delay in fulfilling or inability to fulfill Developer's or Tenant's obligations hereunder arises from (i) unforeseeable causes beyond the reasonable control of the Developer and/or Tenant; (ii) an Unavoidable Delay; or (iii) failure of any governmental entity, including, but not limited to, HUD, to provide approvals (e.g., zoning, interlocal agreements, RAD applications, leases, operating agreements, etc.) necessary to complete the work so long as the failure is not a result of Developer or Tenant errors or omissions in an application seeking approval.

8.4. Remedies Following Termination. Upon termination of this Lease, Landlord may:

1. retain, at the time of such termination, any Rent or other impositions paid hereunder, without any deduction, offset or recoupment whatsoever; and

2. enforce its rights under any bond outstanding at the time of such termination; and
3. require Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all governmental approvals and permits, and any and all rights of possession, ownership or control Tenant may have in and to, any and all financing arrangements, plans, specifications, and other technical documents or materials related to the Premises.

8.5. Regulatory Default. Notwithstanding anything herein to the contrary, the following shall apply to any default declared as a result of any failure by Tenant to comply with the provisions of Section 5.1:

Upon a determination by Landlord that Tenant has materially breached or defaulted on any of the obligations under Section 5.1 (a **Regulatory Default**), Landlord shall notify Tenant of (i) the nature of the Regulatory Default, (ii) the actions required to be taken by Tenant in order to cure the Regulatory Default, and (iii) the time, (a minimum of sixty (60) days or such additional time period as may be reasonable under the circumstances), within which Tenant shall respond with reasonable evidence to Landlord that all such required actions have been taken.

a. If Tenant shall have failed to respond or take the appropriate corrective action with respect to a Regulatory Default to the reasonable satisfaction of Landlord within the applicable time period, then Landlord shall have the right to terminate the Lease or seek other legal or equitable remedies as Landlord determines in its sole discretion; provided, however, that if prior to the end of the applicable time period, Tenant seeks a declaratory judgment or other order from a court having jurisdiction that Tenant shall not have incurred a Regulatory Default, Landlord shall not terminate this Lease during the pendency of such action.

b. In addition to and not in limitation of the foregoing, if Landlord shall determine that a Regulatory Default shall have occurred by reason of a default by Tenant's management agent, and that Tenant shall have failed to respond or take corrective action to the reasonable satisfaction of Landlord within the applicable cure period, then Landlord may require Tenant to take such actions as are necessary in order to terminate the appointment of the management agent pursuant to the terms of its management agreement and to appoint a successor management agent of the Premises. In the event that Tenant fails to timely take such action to terminate the management agent and appoint a successor management agent, then Tenant's failure to act shall constitute a default under this Agreement

8.6. Performance by Landlord.

Except as otherwise expressly set forth herein, if Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (but need not) after giving not less than thirty (30) days' notice (except in case of emergencies and except where a shorter time period is specified elsewhere in this Lease) to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant. Tenant shall promptly pay Landlord the amount of such charges, costs and expenses as Landlord shall have incurred in curing such default.

8.7. Costs and Damages.

Tenant shall be liable to, and shall reimburse, Landlord for any and all actual reasonable expenditures incurred and for any and all actual damages suffered by Landlord in connection with

any Event of Default, collection of Rent or other impositions owed under this Lease, the remedying of any default under this Lease or any termination of this Lease, unless such termination is caused by the default of Landlord, including all costs, claims, losses, liabilities, damages and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by Landlord as a result thereof.

8.8. Remedies Cumulative.

The absence in this Lease of any enumeration of events of default by Landlord or remedies of either party with respect to money damages or specific performance shall not constitute a waiver by either party of its right to assert any claim or remedy available to it under law or in equity.

8.9 Permitted Leasehold Mortgages.

Neither the Tenant nor any permitted successor in interest to the Premises or any part thereof shall, without the prior written consent of the Landlord in each instance, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Premises, except for the Permitted Encumbrances, the leasehold mortgages securing the loans which will be obtained by Tenant for construction or renovation of the Improvements and closed on or about the Lease Date and the leasehold mortgages securing the loans for any subsequent permanent financing and any refinancing thereof (the **Permitted Leasehold Mortgages**), which shall be permitted without Landlord's consent. With respect to the Permitted Leasehold Mortgages, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any default under the provisions of this Lease, the Landlord will also send a copy of such notice to the holder of each Permitted Leasehold Mortgage (each a **Permitted Leasehold Mortgagee**), provided that each such Permitted Leasehold Mortgagee shall have delivered to the Landlord in writing a notice naming itself as the holder of a Permitted Leasehold Mortgage and registering the name and post office address to which all notices and other communications to it may be addressed.

(b) Each Permitted Leasehold Mortgagee shall be permitted, but not obligated, to cure any default by the Tenant under this Lease within the same period of time specified for the Tenant to cure such default. The Tenant authorizes each Permitted Leasehold Mortgagee to take any such action at such Permitted Leasehold Mortgagee's option and does hereby authorize entry upon the Premises for such purpose.

(c) The Landlord agrees to accept payment or performance by any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant under this Lease other than in the payment of money, and provided that a Permitted Leasehold Mortgagee has commenced to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Lease for a reasonable period of time (not to exceed 120 days from the date of the notice of default, unless (i) such cure cannot reasonably be completed within 120 days from the date of the notice of default, and (ii) if the default is curable without possession of the Premises, a Permitted Leasehold Mortgagee continues to diligently pursue such cure to the reasonable satisfaction of the Landlord) within which time the Permitted Leasehold Mortgagee

may either (i) obtain possession of the Premises (including possession by receiver); (ii) institute foreclosure proceedings and complete such foreclosure; or (iii) otherwise acquire the Tenant's interest under this Lease. The Permitted Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured. Notwithstanding the foregoing, the Landlord will refrain from terminating this Lease in the event such Permitted Leasehold Mortgagee is enjoined or stayed in such possession or such foreclosure proceedings, and, provided that the Permitted Leasehold Mortgagee has delivered to Landlord copies of any and all orders enjoining or staying such action, Landlord will grant such Permitted Leasehold Mortgagee such additional time as is required for such Permitted Leasehold Mortgagee to complete steps to acquire or sell Tenant's leasehold estate and interest in this Lease by foreclosure of its Permitted Leasehold Mortgage or by other appropriate means with due diligence; however, nothing in this Section shall be construed to extend this Lease beyond the Term.

(e) Landlord hereby consents to the exercise by a Permitted Leasehold Mortgagee of any of its rights under the Permitted Leasehold Mortgage, including the right of foreclosure. Any Permitted Leasehold Mortgagee or other acquirer of Tenant's leasehold estate and interest in this Lease pursuant to foreclosure, an assignment in lieu of foreclosure or other proceedings, any of which are permitted without the Landlord's consent, may, upon acquiring the Tenant's leasehold estate and interest in this Lease, without further consent of the Landlord and without HUD's consent, unless otherwise required by RAD Requirements (if and as applicable), sell and assign the leasehold estate and interest in this Lease on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Lease, provided such assignee has delivered to the Landlord its written agreement to be bound by all of the provisions of this Lease. Permitted Leasehold Mortgagee, or its nominee or designee, shall also have the right to further assign, sublease or sublet all or any part of the leasehold interest hereunder to a third party with the consent or approval of Landlord, which shall not be unreasonably withheld.

(f) In the event of a termination of this Lease prior to its stated expiration date, the Landlord will enter into a new lease for the Premises with the Permitted Leasehold Mortgagee (or its nominee), for the remainder of the Term, effective as of the date of such termination, at the same Rent payment and subject to the same covenants and agreements, terms, provisions, and limitations herein contained, provided that:

(1) The Landlord receives the Permitted Leasehold Mortgagee's written request for such new lease within 30 days from the date of such termination and notice thereof by the Landlord to the Permitted Leasehold Mortgagee (including an itemization of amounts then due and owing to the Landlord under this Lease), and such written request is accompanied by payment to the Landlord of all amounts then due and owing to Landlord under this Lease and, within 10 days after the delivery of an accounting therefor by the Landlord, pays any and all costs and expenses incurred by the Landlord in connection with the execution and delivery of the new lease, less the net income collected by the Landlord from the Premises subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent payment thereafter becoming due under the new lease, provided, however, that the Permitted Leasehold Mortgagee shall receive full credit for all capitalized lease and Rent payments previously delivered by the Tenant to the Landlord; and

(2) Upon the execution and delivery of the new lease at the time payment is made in (1) above, all subleases which thereafter may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred without recourse by the Landlord to the Permitted Leasehold Mortgagee (or its nominee), as the new Tenant.

(3) If a Permitted Leasehold Mortgagee acquires the leasehold estate created hereunder or otherwise acquires possession of the Premises pursuant to available legal remedies, Landlord will look to such holder to perform the obligations of Tenant hereunder only from and after the date of foreclosure or possession and will not hold such holder responsible for the past actions or inactions of the prior Tenant. Permitted Leasehold Mortgagee's liability shall be limited to the value of such Permitted Leasehold Mortgagee's interest in this Lease and in the leasehold estate created thereby.

Notwithstanding the foregoing and to the extent permitted by Section 42 of the Internal Revenue Code, any deadline to complete construction of the Improvements set forth in this Lease shall be extended for such period of time as may be reasonably required by the Permitted Leasehold Mortgagee or its nominee to complete construction.

8.10. Events of Default of Landlord. The provisions of Section 8.11 of this Lease shall apply if any of the following events of default of Landlord shall happen: if default shall be made by Landlord in failing to keep, observe, or perform any of the duties imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, Landlord fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said event of default.

8.11. Failure to Cure Default by Landlord. If an event of default of Landlord shall occur, Tenant, at any time after the period set forth in Section 8.10, shall have the following rights and remedies which are cumulative:

a. In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages, costs and expenses arising from Landlord's committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

b. To restrain, by injunction, the commission of or attempt or threatened commission of an event of default of Landlord and to obtain a decree specifically compelling performance of any such term or provision of the Lease.

c. Subject to the prior written consent of Tenant's Investor, to terminate this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease and shall surrender possession of the Premises to Landlord.

8.12. No Waiver by Tenant. Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of

this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE IX

SOVEREIGNTY AND POLICE POWERS

9.1. County as Sovereign

It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

1. The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and
2. The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

9.2. No Liability for Exercise of Police Power.

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation, including, but not limited to, the following:

- i. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- ii. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- iii. To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- iv. To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Planning and Zoning Department, DERM, the Property Appraiser or any other county, city, federal or state department or authority,

committee or agency to grant or leave in effect any tax exemptions, zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy or tax exemption by Landlord in its capacity as a governmental authority will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord, in its capacity as a governmental authority exercising police powers, shall have no obligation to approve, in whole or in part, any application for any type of tax exemption, permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to the contractual obligations of Landlord in its capacity as the fee owner of the Land and contract party to this Lease or ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver in the exercise of police powers be construed a breach or default of this Lease.

9.3 Support For Entitlements. Notwithstanding anything contained in this Article IX to the contrary, recognizing the public and private benefits afforded by the Project, Landlord agrees, as the fee simple owner of the Land, to cooperate with Tenant in obtaining the Entitlements, provided that Tenant shall be solely responsible for all costs incurred in connection with the Entitlements. Provided that the Entitlements and Project are consistent with Tenant's response to the RFP, Landlord's cooperation shall include, without limitation, (i) joining in and submitting applications and other required documentation for the Entitlements to the applicable governmental authority with jurisdiction over the Premises, (ii) granting and/or joining in any plat, covenants in lieu of unity of title, permit, authorization, approval, temporary or permanent easements, restrictive covenants, easement vacations or modifications, and such other applications or documents, as may be necessary or desirable for Tenant to develop the Premises with the Project and use the Premises for the Permitted Use, (iii) supporting the Entitlements, redevelopment of the Land and development of the Project through periodic written and in person appearances public meetings and hearings, including periodically speaking in support of same, and (iv) obtaining any required approvals from the Board.

ARTICLE X

PUBLIC RECORDS ACT

10.1 As it relates to this Lease and any subsequent agreements and other documents related to the Development, Tenant and any of its subsidiaries, pursuant to Section 119.0701, Florida Statutes, shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Landlord in order to perform the service;

- b. Upon request of from Landlord's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease's term and following completion of the work under this Lease if Tenant does not transfer the records to Landlord; and
- d. Meet all requirements for retaining public records and transfer to Landlord, at no cost to Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

For purposes of this Article X, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of Landlord.

In the event Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Article X, Landlord shall avail itself of the remedies set forth in Section 8.2 of this Lease.

IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:

**Miami-Dade County
Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Lizette Capote
Email: lcapote@miamidade.gov
Telephone (786) 469-4126**

ARTICLE XI

RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

11.1. Landlord's Intent to Market Premises.

If Landlord, in its sole discretion (but subject to any applicable HUD requirements relating to disposition and State laws relating to the sale or conveyance of County-owned property), decides to sell its interest in the Premises, then, prior to marketing the Premises, Landlord shall give written notice of such intent to Tenant setting forth the terms and conditions on which Landlord desires to sell the Premises (**Sales Notice**). Tenant shall have sixty (60) days thereafter within which to notify Landlord of its intent to purchase the Premises offered for sale upon such terms and conditions as are set forth in the Sales Notice. Such notice may not be given without the prior written consent of Tenant's Investor. If such Sales Notice is timely given, the closing shall be ninety (90) days after the date of the Sales Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice and the amount of earnest money that Tenant shall be required to deposit with the notification of intent to purchase by matching the offer shall be as stated in the Sales Notice. Failure of Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of the Lease and any applicable requirements of HUD or any other legal requirements; provided that Landlord may not sell the Premises on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase the Premises in accordance with this Section 11.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

11.2. Tenant's Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 11.1 above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a **Sales Offer**), Landlord shall notify Tenant of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer. Such notice may not be given without the prior written consent of Tenant's Investor. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease and any applicable requirements of HUD or any other legal requirements. If Landlord fails to sell the Premises to such third party for an aggregate sales price not less than ninety-five percent (95%) of the sales price set forth in the Sales Offer and otherwise in accordance with the terms of the Sales Offer within one hundred and eighty (180) days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 11.2 shall be revived and again shall be enforceable.

11.3. Landlord's Right of First Refusal.

11.3.1. Landlord shall have the option and right of first refusal to assume the Tenant's leasehold interest in the Premises, after the end of its tax compliance period, if the Tenant with the consent of the Investor desires to assign or transfer the Premises to a third party (other than an affiliate of the Tenant) (an **Applicable Transfer**). If the Tenant with the consent of the Investor desires to undertake an Applicable Transfer, then the Tenant shall provide written notice to the Landlord thereof and the Landlord shall have one-hundred and twenty (120) days to provide written notification to the Tenant of the Landlord's intent to exercise its option to assume the

Tenant's leasehold interest for the Premises (**Landlord's Notice**). The purchase price payable by the Landlord for such assignment or transfer shall be an amount equal to all transfer fees, costs, expenses and taxes related to the purchase plus (x) the greater of: (i) the fair market value (the **Fair Market Value**) of the leasehold interest (including the improvements thereupon) (to be determined as set forth in Section 11.3.2 below) and (ii) the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended, and (y) any Landlord approved operating deficit loans and any taxes that are projected to be owed as a result of such sale. Delivery of Landlord's Notice (in writing) indicating its intent to exercise the option shall obligate the Landlord to complete the transaction to assume the leasehold interest in the Premises on the date no later than one-hundred and twenty (120) days after the delivery of such notice to the Tenant. In the event the Landlord shall fail to timely provide written notice or complete the transaction within the time periods set forth herein, the Landlord shall conclusively be deemed to have waived its rights set forth in this Section 11.3.1. As a condition to the exercise and consummation of Landlord's option and right of first refusal under this Section 11.3.1, Tenant's general partner shall agree to pay to the Investor, concurrently with the closing of the Landlord's assumption of the leasehold interest in the Premises, any General Partner Credit Adjuster Advances (as defined in the Partnership Agreement) under Sections 3.05, 4.02(a) and 4.02(b) of the Partnership Agreement, all accrued but unpaid Asset Management Fees (as defined in the Partnership Agreement) under Sections 4.02(a) and 4.02(b) of the Partnership Agreement, and any other amounts owed to the Investor under Sections 6.05, 6.10(l), 12.06 and any other section of the Partnership Agreement. Landlord's rights under this Section 11.3.1 shall terminate in the event that Landlord (or any successor or assign thereof) fails to be a permitted purchaser pursuant to Section 42(i)(7)(A) of the Internal Revenue Code.

11.3.2. Together with Landlord's Notice, Landlord shall provide Tenant with its written opinion of the Fair Market Value of the leasehold interest subject to use restrictions of record. Tenant shall have fifteen (15) calendar days after the date it receives Landlord's opinion of the Fair Market Value to send written notice to Landlord (**Fair Market Value Notice**) either (i) agreeing to such determination (in which case Landlord's determination shall be conclusive and binding), or (ii) disputing such determination and providing Tenant's good faith opinion of the Fair Market Value. If Tenant objects to Landlord's determination, and the parties are unable to agree, after good faith negotiation, as to the Fair Market Value within ten (10) days after Tenant's written objection, then, on or before the expiration of said 10-day period, Tenant may notify Landlord in writing of its desire to undergo the following appraisal process (the **Appraisal Notice**). Any agreement between Landlord and Tenant as to the Fair Market Value shall be subject to the prior consent of the Investor.

Upon Tenant's delivery of the Appraisal Notice to Landlord, Landlord and Tenant shall, no more than ten (10) days after Tenant's Appraisal Notice, jointly select an independent M.A.I. (certified in the State of Florida) real estate appraiser with at least seven (7) years' experience in the Miami-Dade County market, including experience in valuing income restricted multifamily rental property, who shall determine the Fair Market Value of Tenant's leasehold interest. The appraiser selected by Landlord and Tenant jointly shall be subject to Investor's approval. In the event that the Landlord and Tenant are unable to agree upon an appraiser or in the event Investor does not agree upon the appraiser selected by Landlord and Tenant, each of the Landlord and the Tenant shall select a qualified appraiser (in accordance with the qualifications described above). The appraiser selected by Tenant shall be subject to Investor's approval. If the difference between the two appraisals is within ten percent (10%) of the lowest of the two appraisals, the Fair Market Value shall be the average of the two appraisals. If the difference between any two appraisals is greater than ten percent (10%) of the lowest of the two appraisals, then the two

appraisers shall jointly select a third appraiser. If the two appraisers are unable jointly to select a third appraiser, the Landlord, the Tenant or the Investor may, upon written notice to the others, request that the appointment be made by the American Arbitration Association or its designee. If the third appraisal is less than any of the first two, then fair market value shall be the average of the two lowest appraisals. If the third appraisal is greater than the first two, then fair market value shall be the average of the two highest appraisals. If the third appraisal falls between the previous two appraisals, the fair market value shall be the value established by the third appraisal. The cost of each party's appraiser shall be the responsibility of the party selecting such appraiser, and the cost of the third appraiser shall be shared equally by Landlord and Tenant.

11.4. Mortgagee Notice. Tenant shall provide notice to every applicable Permitted Leasehold Mortgagee as to its election to acquire the Premises pursuant to Sections 11.1 or 11.2, above. Such notice shall be delivered within five (5) days following Tenant's notice to Landlord evidencing its intent to purchase the Premises

11.5. Mortgagee Rights. Tenant's rights with respect to any option to purchase the Premises as set forth in this Section 11 shall be assignable to and may be exercised by any Permitted Leasehold Mortgagee which succeeds in interest to the Tenant, without requiring any consent or approval by Landlord.

ARTICLE XII

INDEPENDENT PRIVATE INSPECTOR GENERAL AND MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS

12.1. Inspector General.

a. Independent Private Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter **IPSIG**), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant incur any charges relating to these IPSIG services. The terms of this provision herein, apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this Section shall not impose any liability on the Landlord by the Tenant or any third party.

b. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General (**Inspector General**) which may, on a random basis, perform audits on all Miami-Dade County agreements, throughout the duration of said agreements, except as otherwise provided below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County agreements including, but not limited to, those agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Landlord and Tenant contracts,

transactions, accounts, records, agreements and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to a contract. The Inspector General is empowered to retain the services of an IPSIG to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, Landlord staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE XIII

ADDITIONAL PROVISIONS PERTAINING TO REMEDIES

13.1 **Reinstatement.** Notwithstanding anything to the contrary contained in the Lease, in the event Landlord exercises its remedies pursuant to Article VIII and terminates this Lease following an Event of Default, Tenant may, within 90 days following such termination, reinstate this Lease for the balance of the Term by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of the breach that resulted in such termination and any actual costs or expenses incurred by Landlord as a result of such reinstatement of this Lease, if agreed in the sole and absolute discretion of the Landlord.

13.2 **Notice.** Notwithstanding anything to the contrary contained in the Lease, Landlord shall not exercise any of its remedies hereunder without having given notice of the Event of Default or other breach or default to the Investor (following the admission of the Investor) simultaneously with the giving of notice to Tenant as required under the provisions of Article VIII of the Lease. The Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Lease. If the Investor elects to cure the Event of Default or other breach or default, Landlord agrees to accept such performance as though the same had been done or performed by Tenant, in Landlord's reasonable discretion.

13.3 Investor. Notwithstanding anything to the contrary contained in the Lease, following the admission of the Investor, the Investor shall be deemed a third-party beneficiary of the provisions benefitting the Investor under this Lease for the sole and exclusive purpose of entitling the Investor to exercise its rights as expressly stated herein. The foregoing right of the Investor to be a third-party beneficiary under the Lease shall be the only right of Investor (express or implied) to be a third-party beneficiary hereunder. Such third party beneficiary status shall terminate in the entirety upon the exit of such Investor including the acquisition of the building improvements by Landlord or Landlord's designee under a Purchase Option Agreement or Right of First Refusal Agreement.

13.4 New Manager/General Partner. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that it will take no action to effect a termination of the Lease by reason of any Event of Default or any other breach or default without first giving to the Investor reasonable time, not to exceed 120 days, to replace Tenant's manager or general partner and/or admit an additional manager or general partner and cause the new manager or general partner to cure the Event of Default or other breach or default; provided, however, that as a condition of such forbearance, Landlord must receive notice from the Investor of the substitution or admission of a new manager or general partner of Tenant within 60 days following Landlord's notice to Tenant and the Investor of the Event of Default or other breach or default, and Tenant, following such substitution or admission of the manager or general partner, shall thereupon proceed with due diligence to cure such Event of Default or other breach or default. Further, any cure period shall be tolled in the event that the Investor is prohibited from acting by reason of an event of bankruptcy or other legal proceeding.

ARTICLE XIV

LANDLORD'S AUTHORITY

14.1. Designation of Landlord's Representatives. The Miami-Dade County Mayor, or his or her designee, shall have the power, authority and right, on behalf of the Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the Board of County Commissioners, to:

(a) Review, approve and execute (as necessary) documents, plans, applications, easements, lease assignments and requests required or allowed by Tenant to be submitted to Landlord pursuant to this Lease;

(b) Consent or agree to actions, events, and undertakings by Tenant or extensions of time periods for which consent or agreement is required by Landlord, or granting extensions of time for the performance of any obligation by Tenant hereunder;

(c) Execute any and all documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, and appointments;

(d) Assist Tenant with and execute on behalf of Landlord any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, Entitlements, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the Premises,

(e) Amend this Lease (and related recognition and non-disturbance agreements) to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this Lease; and

(f) Execute recognition and non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease.

ARTICLE XV

HUD-REQUIRED RAD PROVISIONS

15.1. HUD-Required RAD Provisions. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Development pursuant to a RAD HAP Contract. If a RAD HAP Contract is entered into, HUD will require Landlord and Tenant to enter into a RAD Use Agreement in connection with the provision of rental assistance to the Development. Notwithstanding any other clause or provision in this Lease, upon execution of the RAD Use Agreement and for so long as the RAD Use Agreement is in effect, the following provisions shall apply:

(a) This Lease shall in all respects be subordinate to the RAD Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or this Lease.

(b) If any of the provisions of this Lease conflict with the terms of the RAD Use Agreement, the provisions of the RAD Use Agreement shall control.

(c) The provisions in this Section 15.1 are required to be inserted into this Lease by HUD and may not be amended without HUD's prior written approval.

(d) Violation of the RAD Use Agreement constitutes a default of this Lease.

(e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in Landlord and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(f) Neither the Tenant nor any of its partners or members shall have any authority to:

(i) Take any action in violation of the RAD Use Agreement; or

(ii) Fail to renew the RAD HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the Landlord or HUD; or

(iii) Except to the extent permitted by the RAD HAP Contract or the RAD Use Agreement and the normal operation of the Development, neither the Tenant nor any partners or members shall have any authority without the consent of Landlord to sell, transfer, convey, assign, mortgage, pledge, sublease, or otherwise dispose of, at any time, the Development or any part thereof.

ARTICLE XVI

ART IN PUBLIC PLACES

The Development is subject to the Art in Public Places (**APP**) provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County

Department of Cultural Affairs (***Department of Cultural Affairs***) pursuant to Procedure 358 in the Miami-Dade County Procedures Manual (***Procedures Manual***). The Tenant shall transmit 1.5% of the project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>
<http://www.miamidade.gov/ao/home.asp?Process=alphalist>
<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

ARTICLE XVII

MISCELLANEOUS

17.1. Construction.

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

17.2. Performance Under Protest.

In the event of a dispute or difference between Landlord and Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by a court of law.

17.3. Compliance with Governing Requirements.

Notwithstanding anything to the contrary herein, Landlord and Tenant hereby agree to comply with any and all applicable HUD notice and consent requirements set forth in the RAD Documents by providing notice to HUD as required in the RAD Documents.

17.4. No Waiver.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either

party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

17.5. Headings.

The headings used for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

17.6. Partial Invalidity.

If any terms, covenant, provision or condition of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

17.7. Decision Standards.

In any approval, consent or other determination by any party required under any provision of this Lease, the party shall act reasonably, in good faith and in a timely manner, unless a different standard is explicitly stated.

17.8. Bind and Inure.

Unless repugnant to the context, the words **Landlord** and **Tenant** shall be construed to mean the original parties, their respective successors and assigns and those claiming through or under them respectively. The agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of Landlord and its successors and assigns, and the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Tenant and its successors and assigns. No holder of a mortgage of the leasehold interest hereunder shall be deemed to be the holder of said leasehold estate until such holder shall have acquired indefeasible title to said leasehold estate.

17.9. Estoppel Certificate.

Each party agrees from time to time, upon no less than fifteen (15) days' prior notice from the other or from any Permitted Leasehold Mortgagee, to execute, acknowledge and deliver to the other, as the case may be, a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured

default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

17.10. Recordation.

Simultaneously with the delivery of the Lease, the parties have delivered a memorandum, notice or short-form of this Lease or this Lease which Tenant shall record in the appropriate office of the Public Records of Miami-Dade County. The form of the memorandum of this Lease is attached hereto and made a part hereof as Exhibit D of this Lease. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the date of termination of this Lease.

17.11. Notice.

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing, may be delivered on behalf of a party by such party's counsel, and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express, addressed as follows:

If to the Landlord: Miami-Dade County
c/o Miami-Dade Public Housing and Community
Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Clarence D. Brown, Interim Director

and a copy to: Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Terrence A. Smith, Esq.
Assistant County Attorney

If to Tenant: Culmer Apartments, Ltd. c/o Atlantic Pacific Communities,
LLC
161 NW 6th Street, Suite 1020
Miami, Florida 33136
Attn: Kenneth Naylor

and a copy to: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131
Attn: Richard A. Perez, Esq.

and a copy to: Wells Fargo Community Investment Holdings, LLC
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Director of Tax Credit Asset Management

A party may change its address by giving written notice to the other party as specified herein.

17.12. Entire Agreement.

This instrument contains all the agreements made between the parties hereto with respect to the subject matter hereof and may not be modified in any other manner than by an instrument in writing executed by the parties or their respective successors in interest. In the event of any conflict or inconsistency between the terms and conditions of this Lease and those set forth in any other agreements between the parties or their affiliates, the terms and conditions of this Lease shall govern.

17.13. Amendment.

This Lease may be amended by mutual agreement of Landlord and Tenant, provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of Tenant to develop and operate the Premises. Tenant and Landlord hereby expressly stipulate and agree that, they will not modify this Lease in any way nor cancel or terminate this Lease by mutual agreement nor will Tenant surrender its interest in this Lease or exercise any right to terminate this Lease, including, but not limited to, pursuant to the provisions of Section 6.3, without the prior written consent of all Permitted Leasehold Mortgagees and, following the admission of the Investor, the Tenant's Investor. No amendment to or termination of this Lease shall become effective without all such required consents. Tenant and Landlord further agree that they will not, respectively, take advantage of any provisions of the United States Bankruptcy Code that would result in a termination of this Lease or make it unenforceable.

17.14. Governing Law, Forum, and Jurisdiction.

This Lease shall be governed and construed in accordance with the laws of the State of Florida. Any dispute arising from this Lease or the contractual relationship between the parties to this Lease shall be decided solely and exclusively by State or Federal courts located in Miami-Dade County, Florida.

17.15. Relationship of Parties; No Third Party Beneficiary.

The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal/agent relationship exist between them.

17.16. Access.

Tenant agrees to grant a right of access to the Landlord or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts until 3 years after the termination date of this Lease.

17.17. 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.

17.18. Non-Merger.

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord and, having an interest in (i) this Lease or Tenant's estate created hereunder, and (ii) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

17.19. Intentionally Deleted.

17.20. Vendor Registration. The Tenant shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**

(Resolution R-1072-17)

13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution R-919-18)

14. Subcontracting Practices
(Section 2-8.8 of the Code of Miami-Dade County)

15. Subcontractor/Supplier Listing
(Section 2-8.1 of the Code of Miami-Dade County)

16. Form W-9 and 147c Letter
(as required by the Internal Revenue Service)

17. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

18. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)

19. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

20. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

17.21. Conflict of Interest and Code of Ethics. Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

17.22. No Cross-Default. Landlord acknowledges and agrees that a default under any direct lease of any other portion of the Entire Premises shall not constitute a default hereunder, it being the intention of the parties that this Lease is a separate and independent lease from any other leases of the Entire Premises, which are not cross-defaulted.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

LANDLORD:

MIAMI-DADE COUNTY

By: _____
Morris Copeland
Chief Community Services Officer

Attest: _____
Honorable Luis G. Montaldo, Clerk Ad
Interim, Clerk of Board

Approved as to form and legal sufficiency: _____
Terrence A. Smith
Assistant County Attorney

TENANT:

CULMER APARTMENTS, LTD., a Florida limited
partnership

By: APC Culmer Apartments, LLC, a Florida
limited liability company, its sole general
partner

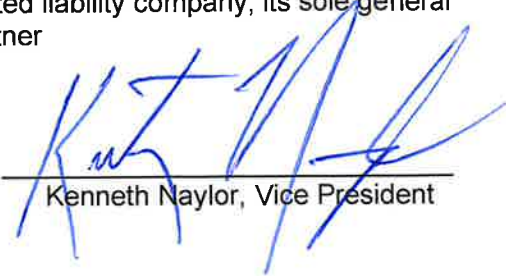
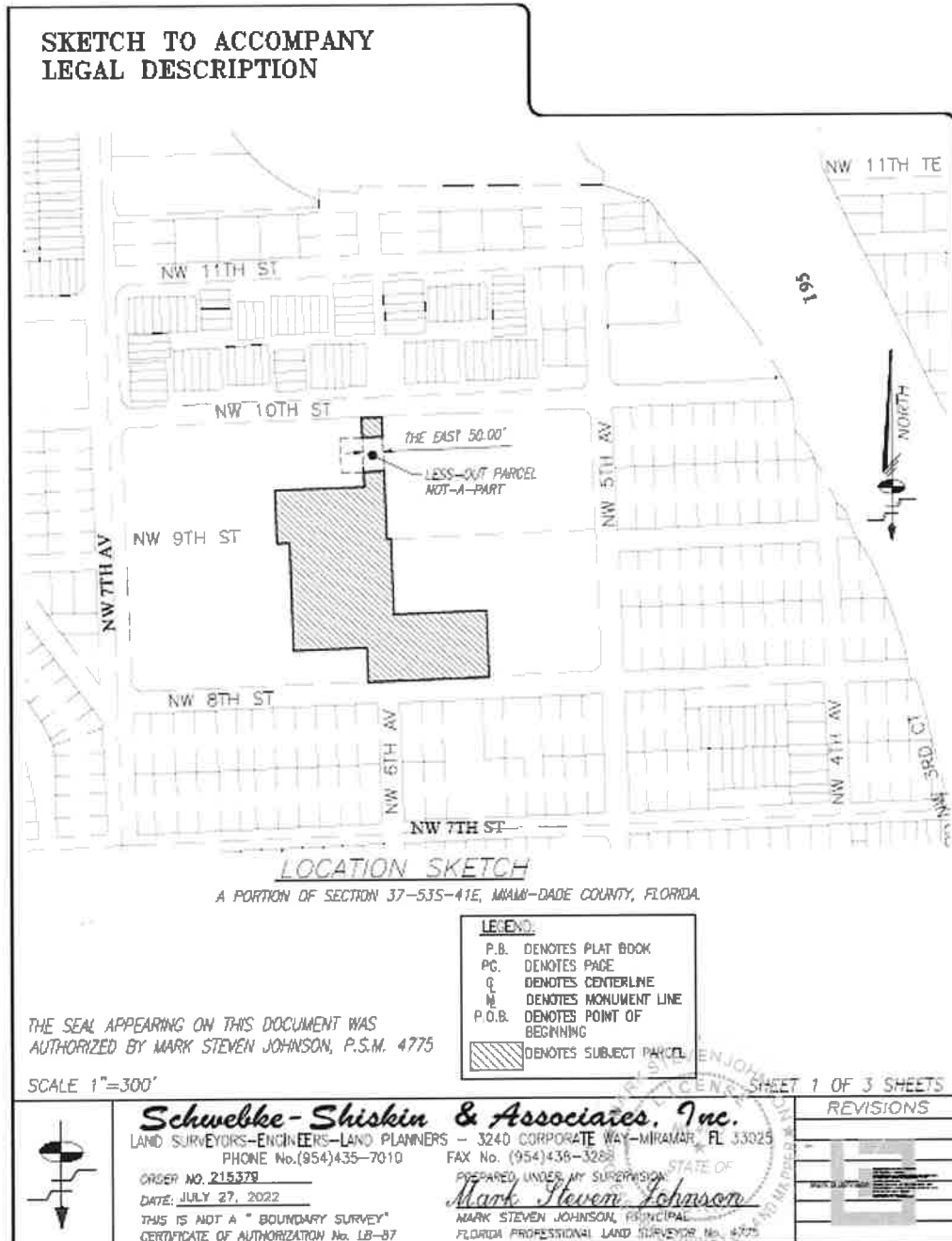
By:  _____
Kenneth Naylor, Vice President

EXHIBIT A

Land



[illegible]

SCALE 1"=150'

P.B	DENOTES PLAT BOOK
P.G.	DENOTES PAGE
Q	DENOTES CENTERLINE
W	DENOTES MONUMENT LINE
P.O.B	DENOTES POINT OF BEGINNING
	DENOTES SUBJECT PARCEL

Schwabke - Shiskin & Associates, Inc.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No (954)435-7010 FAX No. (954)435-3288
ORDER NO. 215379 PREPARED UNDER MY SUPERVISION
DATE: JULY 27, 2022 Mark Steven Johnson
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LS-87
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

SHEET 2 OF 3 SHEETS

REVISIONS

[K07-125-1478\(CA\) U2R](#) [090-EST-Sk20C-A](#) [1604\(1\)\(CA\) U2R](#) [G-42E](#) [J](#) [70](#) [EXTRAORDINARY](#) [PART](#) [0490E](#) [007-27-2000\(OAS\)](#)

LEGAL DESCRIPTION

LESS AND EXCEPT THEREFROM:

ALL LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

- 1) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 2) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.

Schwebke - Shiskin & Associates, Inc.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No (954)435-7010 FAX No (954)438-3288
ORDER NO: 216379 PREPARED UNDER MY SUPERVISION
DATE: JULY 27, 2022 Mark Steven Johnson STATE OF
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. 15-87 MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4772

SHEET 3 OF 3 SHEETS

REVISIONS

KC 129 3470A USE PREVIOUS EDITIONS FOR INFORMATION PAGE 1 OF 2

LEGAL DESCRIPTION
TO ACCOMPANY SKETCH
RAD PHASE 1A EXCLUDING PHASE 1

RAD PHASE 1A:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" OF SAID "CULMER PARK SUBDIVISION NO.1", SAID POINT ALSO BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID TRACT "C"; THE NEXT DESCRIBED FOUR COURSES BEING ALONG THE EAST, SOUTHEASTERLY AND SOUTH LINES OF SAID TRACT "C"; THENCE RUN S00°14'01"E FOR A DISTANCE OF 325.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°01'54" FOR AN ARC DISTANCE OF 39.28 FEET TO A POINT OF TANGENCY; THENCE RUN S89°47'53"W FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S89°47'53"W FOR A DISTANCE OF 597.27 FEET TO A POINT; THENCE RUN N00°00'00"E FOR A DISTANCE OF 240.62 FEET TO A POINT; THENCE RUN S89°49'19"W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN N00°00'00"E FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY LINE OF A PLATTED 50.00 FEET UTILITY EASEMENT AND ITS EASTERLY PROJECTION N89°49'19"E FOR A DISTANCE OF 656.04 FEET TO A POINT; THENCE RUN S00°14'01"E FOR A DISTANCE OF 55.00 FEET TO A POINT; THENCE RUN N89°49'19"E FOR A DISTANCE OF 90.00 FEET TO A POINT; THENCE RUN S00°14'01"E FOR A DISTANCE OF 245.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM:

PHASE 1:

LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775
SHEET 4 OF 4 SHEETS

	Schwabke - Shishin & Associates, Inc.	REVISIONS	
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS PHONE No (954) 435-7010	- 3240 CORPORATE WAY-MIRAMAR, FL 33025 FAX No (954) 438-3288	
	ORDER NO. <u>215645</u>	PREPARED UNDER MY SUPERVISION	
	DATE: <u>SE-TEMBER 29, 2022</u>	<u>Mark Steven Johnson</u>	
THIS IS NOT A "BOUNDARY SURVEY"			
CERTIFICATE OF AUTHORIZATION No. 15-87			
MARK STEVEN JOHNSON, PRINCIPAL			
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4778			

EXHIBIT B

Insurance Requirements

(a) Prior to the commencement of construction by Tenant, Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" policy for the full completed insurable value of the Premises in form satisfactory to Landlord.

(b) The Tenant shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- D. Professional Liability Insurance (for professionals performing services for Tenant) in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE. CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve Tenant of their liability and obligation under this section or under any other section of this agreement

Execution of this Lease is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Landlord's notification to Tenant to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease, the Tenant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Tenant fails to submit the required insurance documents in the manner prescribed in this Lease within twenty (20) calendar days after Landlord's notification to comply, it shall be an Event of Default pursuant to the Lease.

The Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Exhibit remain in force for the duration of the Term of the Lease, including any and all option years or extension periods that may be granted by the Landlord. If insurance certificates are scheduled to expire during the Term, the Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Landlord shall provide thirty (30) days written notice to Tenant to cure the noncompliance. In the event Tenant does not replace the expired certificates with new or renewed certificates which cover the contractual period, it shall be an Event of Default pursuant to the Lease.

(c) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(d) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Premises shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Improvements, naming Landlord as an additional insured thereunder and shall insure the Project in an amount not less than the full insurable replacement value of the Premises. The Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Improvements, if the Tenant determines that it is in its best interest to do so, subject to the requirements of any approved mortgage lien holder's rights secured against the Premises and subject further to the terms of Article VI of the Lease.

(e) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to canceling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(f) If the Premises is located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum amount reasonable necessary to insure against the risk of loss from damage to the Premises caused by a flood.

(g) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties

suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

EXHIBIT C
HUD LEASE ADDENDUM

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: Culmer Apartments
HUD Project No: 066-35379

THIS **LEASE ADDENDUM** is attached to and made part of that certain lease agreement entered into on the ____ day of _____, 2023, between Miami-Dade County, a political subdivision of the State of Florida ("Landlord") and Culmer Apartments, Ltd., a Florida limited partnership ("Tenant") (collectively, the **"Parties"**) (the **"Ground Lease"**).

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development (**"HUD"**) for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* (**"Act"**), and made by the following HUD-approved lender, Wells Fargo Bank, National Association, a national banking association, ("Lender"). The insured loan is secured by a Security Instrument on the leasehold estate set forth in the Ground Lease.

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms **"HUD"** and **"Lender"** as used in the Lease Addendum shall also include their successors and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to **"days"** in this Lease Addendum shall mean calendar days.

Notwithstanding anything else in the **Ground Lease** to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions.

The leasehold estate consists of the ground (land) only; all buildings, improvements, alterations and fixtures now or in the future located thereon are owned in fee simple by the Tenant. As such, the term **"Property"** means the legally described land subject to the Ground Lease except the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. Compliance with HUD Requirements. Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new ground lease or an existing ground lease:

- (a) the term of the Ground Lease and all other Ground Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
- (b) the Landlord owns the Property in fee simple, and the leasehold estate is granted directly by the Landlord to the Tenant;
- (c) the leasehold estate underlying the Ground Lease constitutes a mortgageable real property interest under state law;
- (d) the Ground Lease and related Ground Lease documents do not conflict with any Program Obligations^[1] promulgated by HUD with respect to such mortgage insurance; and
- (e) all ground rent amounts have prior written approval by HUD.

2. Modifications. The Ground Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Ground Lease and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.

3. Conflict Provision. The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Ground Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Ground Lease, the provisions of this Lease Addendum shall prevail and control.

4. Recording. The full Ground Lease agreement and incorporated HUD Lease Addendum, or a memorandum of ground lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of ground lease or a short form ground lease is to be

^[1] **“Program Obligations”** means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at www.hud.gov.

recorded, it must set forth the following information, in addition to compliance with state law requirements:

- (a) names of the Parties;
- (b) legal description;
- (c) term and renewals;
- (d) reference to the HUD Lease Addendum; and
- (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).

5. Estoppel Certificate. As a condition of HUD's acceptance of a ground lease transaction, an estoppel certificate identifying the Ground Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Ground Lease is in full force and effect, there are no defaults or pending defaults under the Ground Lease or conditions that would give rise to defaults given the passage of time, and that the legal description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.

6. Consent for Mortgage. Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate and the Improvements. The Tenant is further authorized to execute all documents necessary as determined by Lender or HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

7. Intentionally Omitted.

8. Conveyance by Tenant. If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

9. Insurance.

- (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD in accordance with Program Obligations.

- (b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

10. Condemnation.

- (a) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the Tenant's interest in the leasehold estate or damage to the Improvements or the Tenant's interest in the leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any Improvements) shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in Section 7 of this Lease Addendum.
- (b) In the event of a negotiated sale of all or a portion of the Property and/or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation above, but the approval of HUD and Lender shall be required as to the amount and division of the payments to be received.

11. Tenant Default on Ground Lease; Cure Rights; Termination. The Landlord may terminate the Ground Lease prior to the expiration day of the full term of this Ground Lease ("**Expiration Date**") after a Tenant default under this Ground Lease ("**Ground Lease Event of Default**"), but only under the following circumstances and procedures.

- (a) If any Ground Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) ("**Notice of Default**") to the Tenant, Lender, and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default.
- (b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period.

- (c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default received by Lender and HUD, Lender or HUD may:
 - (1) cure any Ground Lease Event of Default; and
 - (2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender's or HUD's rights with respect to the Property or the Tenant Improvements.
- (d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for ninety (90) days after the ownership of the Tenant's rights under the Ground Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant's rights under the Ground Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the Landlord any right to terminate the Ground Lease. Such purchaser may cure a curable Ground Lease Event of Default within said ninety (90) days.
- (e) If the Tenant, Lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to complete such cure. If, after the expiration of all of the foregoing cure periods, no cure, or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, the Ground Lease shall terminate, and, on such date, the term of this Ground Lease shall expire and terminate and all rights of the Tenant under the Ground Lease shall cease and the Improvements, subject to the Security Instrument and the rights of Lender thereunder, shall be and become the property of the Landlord. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under this Ground Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Ground Lease except as provided in this Section 11.

12. Lender/HUD Option for New Ground Lease.

- (a) Upon termination of this Ground Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new ground lease on the Property and on the Improvements.

- (b) Such new ground lease shall have a term equal to the unexpired portion of the term of this Ground Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Ground Lease, including without limitation, the option to purchase set forth under Section 7 above, except that Lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The Landlord shall tender such new ground lease to Lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease.
- (c) Upon executing a new ground lease, Lender or HUD shall pay to the Landlord any unpaid ground rent due or that would have become due under this Ground Lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the Landlord, less any net rentals or other income which the Landlord may have received on account of the Property and Improvements since the date of default under this Ground Lease.

13. Landlord Cooperation for Needed Authorizations. The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

14. Taxes. Nothing in this Ground Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Ground Lease.

15. Notices. All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Ground Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices shall be addressed as follows:

If to Lender:	Wells Fargo Bank, National Association
	Attn: FHA Servicing Department

1751 Pinnacle Drive, 7th Floor
McLean, Virginia 22102

If to HUD: Department of Housing and Urban Development
Brickell Plaza Federal Building
909 SE First Avenue, Room 500
Miami, FL 33131

If to Tenant: Culmer Apartments, Ltd. c/o Atlantic Pacific Communities, LLC
161 NW 6th Street, Suite 1020
Miami, FL 33136
Attn: Kenneth Naylor

And a copy to: Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131
Attn: Richard A. Perez, Esq.

If to Landlord: Miami- Dade County
c/o Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, FL 33136
Attn: Michael Liu, Director

And a copy to: Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

16. No Merger. There shall be no merger of this Ground Lease or the leasehold estate created by this Ground Lease with the fee estate of the Property or of the Improvements or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Ground Lease or the leasehold estate hereby created or any interest therein and the fee estate of the Property or of the Improvements. No such merger shall occur unless and until HUD specifically consents and agrees in writing to such merger.

(Remainder of page intentionally left blank; signature pages follow)

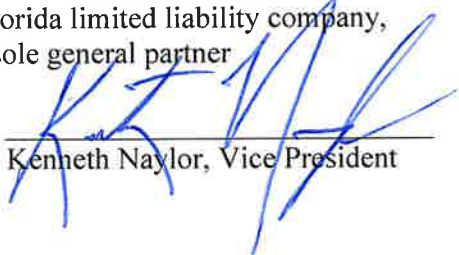
Each signatory below hereby certifies that each of their statements and representations contained in Ground Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum as of the day and year first written above.

TENANT:

Culmer Apartments, Ltd.,
a Florida limited partnership

By: APC Culmer Apartments, LLC,
a Florida limited liability company,
its sole general partner

By: 
Kenneth Naylor, Vice President

Witness: 
Print Name: Rebecca Martinez

Witness: 
Print Name: Oscar Heitschel

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of February, 2022 by Kenneth Naylor, as Vice President of APC Culmer Apartments, LLC, a Florida limited liability company, the sole general partner of Culmer Apartments, Ltd., a Florida limited partnership, who is ☒ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]




Notary Public
Print Name: Rebeca Martinez
My Commission Expires: 1/4/2026

LANDLORD:

MIAMI-DADE COUNTY

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____, as _____ of Miami-Dade County, a political division of the State of Florida, through its Public Housing and Community Development Department, who is ☐ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT D
MEMORANDUM OF LEASE FORM

This instrument prepared by (and after recording return to):

Name: Isabel C. Diaz, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

(Space reserved for Clerk of Court)

MEMORANDUM OF GROUND LEASE (PHASE I)

THIS MEMORANDUM OF GROUND LEASE (PHASE I) (the "Memorandum") is made as of this ____ day of _____, 20__, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*, as amended), whose address is c/o Miami-Dade Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, (the "Landlord") and **CULMER APARTMENTS, LTD.**, a Florida limited partnership, whose address is 161 NW 6th Street, Suite 1020, c/o Atlantic Pacific Communities, LLC, Miami, Florida 33134, (the "Tenant").

W I T N E S S E T H:

For and in consideration of Ten and NO/100 Dollars (\$10.00) and other valuable consideration paid, Landlord does demise and let unto Tenant, and Tenant does lease and take from Landlord, upon the terms and conditions and subject to the limitations more particularly set forth in that certain Ground Lease (Phase I) (the "Lease") between Landlord and Tenant dated as of _____, 20__ (the "Lease Date"), the land located in Miami-Dade County, Florida and legally described on Exhibit A hereto and by this reference made a part hereof (the "Premises"). Fee title to the Premises is owned by Landlord. Capitalized terms used in this Memorandum without definition have the meanings given to them in the Lease.

Landlord, in consideration of the rents and covenants set forth in the Lease, hereby demises and leases to Tenant, and Tenant hereby takes and hires from Landlord, the Premises,

TO HAVE AND TO HOLD the Premises for the term commencing on the Lease Date and ending seventy-five (75) Lease Years thereafter (the "Term"), subject to earlier termination as provided in the Lease.

The Lease contains provisions that recognize the Improvements may be financed through one or more Permitted Leasehold Mortgages and/or other financing mechanisms. Reference should be made to the Lease for Permitted Leasehold Mortgagee and Investor protections.

The terms and provisions of the HUD Lease Addendum are attached and incorporated into the Lease by reference.

Pursuant to the Lease, Landlord grants to Tenant a Temporary Easement to the land, identified on Exhibit A as the Phase One Demolition Premises, to access and enter upon the Phase One Demolition Premises as necessary to facilitate the development, construction and operation of the Improvements contemplated for the Premises. In connection with the foregoing, Tenant shall have the right to use the Phase One Demolition Premises, or portions thereof, as a construction staging area, including the right to fence and/or otherwise secure its staging/storage area as necessary or appropriate to protect its equipment, materials and supplies. Tenant shall also have the right to demolish any existing improvements located within the Phase One Demolition Premises following the relocation of all residents therein, and in accordance with any HUD requirements or conditions, to the extent required in connection with the development, construction and operation of the Improvements contemplated for the Premises. Further, Tenant or any of its applicable contractors or consultants performing any work on the Phase One Demolition Premises shall provide liability insurance (and other insurance reasonably requested by the Landlord) relating to such work, which insurance shall name the Landlord as additional insured. The Temporary Easement shall commence upon the Lease Date and shall terminate upon two (2) years from the Lease Date. Landlord warrants that it has valid fee simple title to the Phase One Demolition Premises and will defend the claims against all persons whomsoever. The Temporary Easement granted through Section 2.3 of the Lease shall be binding upon the Landlord and its successors and assigns and shall constitute a covenant running with the Phase One Demolition Premises, and shall inure to the benefit and be binding upon the heirs, successors, assigns, tenants, agents, employees, guests and invitees of Landlord.

Landlord's interest shall not be subject to any mechanics' or materialmen's liens or liens of any kind for improvements made by Tenant upon the Premises. All persons dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT SHALL EITHER (A) PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW OR (B) TRANSFER SUCH LIEN TO BOND WITHIN NINETY (90) DAYS FOLLOWING THE FILING THEREOF. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

This instrument is executed and is to be recorded against the Premises for the purpose of giving notice of the Lease hereinbefore defined, but shall not be deemed or construed to change the terms of the Lease, which shall govern in the case of a conflict.

[Signatures on the following page]

EXECUTED as of the day and year first above written.

Approved as to form and
legal sufficiency

By _____
Assistant County Attorney

ATTEST:
HONORABLE LUIS G.
MONTALDO, CLERK AD
INTERIM, CLERK

By: _____

LANDLORD:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida and a “public
housing agency” as defined in the United States
Housing Act of 1937 (42 U.S.C. §1437 *et seq.*,
as amended)

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY)

ss:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, _____ by _____, _____ of
Miami-Dade County, a political subdivision of the State of Florida and a “public housing agency”
as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*, as amended).

Personally Known _____ OR Produced Identification _____

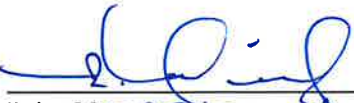
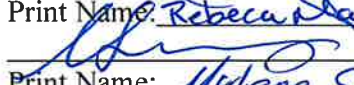
Print or Stamp Name: _____
Notary Public, State of Florida, at Large
My Commission Expires: _____

[Signatures continue on the following page]

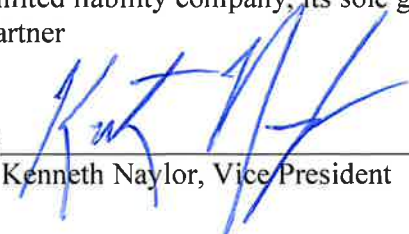
Signed in the presence of:

TENANT:

CULMER APARTMENTS, LTD., a Florida
limited partnership


Print Name: Rebeca Martinez

Print Name: Marlene Sanchez

By: APC Culmer Apartments, LLC, a Florida
limited liability company, its sole general
partner

By: 
Kenneth Naylor, Vice President

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2022 by Kenneth Naylor, as Vice President of APC Culmer Apartments, LLC, a Florida limited liability company, the sole general partner of CULMER APARTMENTS, LTD., a Florida limited partnership, on behalf of such partnership.

Personally Known ☒ OR Produced Identification _____


Print or Stamp Name: Marlene Sanchez
Notary Public, State of Florida, at Large
My Commission Expires: 66921883

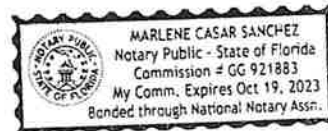


EXHIBIT A

PROPERTY

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

A PORTION OF TRACT "C", "CULMER PARK SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEGIN AT THE NORTHWEST CORNER OF TRACT "B", SAID POINT ALSO BEING THE MOST NORTHEAST CORNER OF SAID TRACT "C"; THENCE RUN $500^{\circ}13'56''$ E ALONG THE WEST LINE OF TRACT "B", ALSO BEING THE EAST LINE OF TRACT "C", FOR A DISTANCE OF 300.24 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19''$ E FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN $500^{\circ}13'56''$ E FOR A DISTANCE OF 186.00 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19''$ E FOR A DISTANCE OF 227.50 FEET TO A POINT; THENCE RUN $500^{\circ}13'56''$ E FOR A DISTANCE OF 164.42 FEET TO A POINT; THE NEXT DESCRIBED COURSE BEING ALONG THE SOUTH LINE OF SAID TRACT "C"; THENCE RUN $S89^{\circ}47'53''$ W FOR A DISTANCE OF 297.50 FEET TO A POINT; THENCE RUN $N00^{\circ}13'56''$ W FOR A DISTANCE OF 85.00 FEET TO A POINT; THENCE RUN $S89^{\circ}47'53''$ W FOR A DISTANCE OF 181.80 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00''$ E FOR A DISTANCE OF 265.62 FEET TO A POINT; THENCE RUN $S89^{\circ}49'19''$ W FOR A DISTANCE OF 31.40 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00''$ E FOR A DISTANCE OF 130.81 FEET TO A POINT; THENCE RUN $N90^{\circ}00'00''$ E FOR A DISTANCE OF 221.59 FEET TO A POINT; THENCE RUN $N00^{\circ}13'56''$ W FOR A DISTANCE OF 170.15 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "C"; THE NEXT COURSE BEING ALONG THE NORTH LINE OF SAID TRACT "C"; THENCE RUN $N89^{\circ}50'46''$ E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM:

THE EAST 50.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT "C" CULMER PARK SUBDIVISION NO.1, RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT 50 FEET SOUTH OF THE NORTHEAST CORNER ALONG N.W. 10TH STREET OF SAID TRACT FOR A POINT OF BEGINNING; THENCE WEST 104.5 FEET; THENCE SOUTH 85 FEET; THENCE EAST 104.5 FEET; THENCE NORTH 85 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN DADE COUNTY, FLORIDA.

ALL LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

NOTES:

- 1) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 2) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775



Schwabke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No. (954) 435-7010

FAX No. (954) 438-3288

ORDER NO. 215379

DATE: JULY 27, 2022

THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION
Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

MARK STEVEN JOHNSON
LICENSED PROFESSIONAL LAND SURVEYOR
SHEET 3 OF 3 SHEETS

REVISIONS

NOT PREPARED FOR THE STATE OF FLORIDA - THIS DOCUMENT IS NOT VALID FOR THE STATE OF FLORIDA

Together with a Temporary Easement on the following land in accordance with Section 2.3 of the Lease (the "Phase One Demolition Premises"):

**LEGAL DESCRIPTION
TO ACCOMPANY SKETCH**

RAD PHASE 1A EXCLUDING PHASE 1

LEGAL DESCRIPTION

RAD PHASE 1A:

A PORTION OF TRACT "C", "CULMER PARK SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" OF SAID "CULMER PARK SUBDIVISION NO.1", SAID POINT ALSO BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID TRACT "C"; THE NEXT DESCRIBED FOUR COURSES BEING ALONG THE EAST, SOUTHEASTERLY AND SOUTH LINES OF SAID TRACT "C"; THENCE RUN $500^{\circ}14'01"E$ FOR A DISTANCE OF 325.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}01'54"$ FOR AN ARC DISTANCE OF 39.28 FEET TO A POINT OF TANGENCY; THENCE RUN $S89^{\circ}47'53"W$ FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE $S89^{\circ}47'53"W$ FOR A DISTANCE OF 597.27 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00"E$ FOR A DISTANCE OF 240.62 FEET TO A POINT; THENCE RUN $S89^{\circ}49'19"W$ FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00"E$ FOR A DISTANCE OF 69.00 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY LINE OF A PLATTED 50.00 FEET UTILITY EASEMENT AND ITS EASTERLY PROJECTION $N89^{\circ}49'19"E$ FOR A DISTANCE OF 606.04 FEET TO A POINT; THENCE RUN $S00^{\circ}14'01"E$ FOR A DISTANCE OF 55.00 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19"E$ FOR A DISTANCE OF 90.00 FEET TO A POINT; THENCE RUN $S00^{\circ}14'01"E$ FOR A DISTANCE OF 245.37 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WITHIN THE ABOVE DESCRIBED PARCEL.

PHASE 1:

A PORTION OF TRACT "C", "CULMER PARK SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEGIN AT THE NORTHWEST CORNER OF TRACT "B", SAID POINT ALSO BEING THE MOST NORTHEAST CORNER OF SAID TRACT "C"; THENCE RUN $S00^{\circ}13'56"E$ ALONG THE WEST LINE OF TRACT "B", ALSO BEING THE EAST LINE OF TRACT "C", FOR A DISTANCE OF 300.24 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19"E$ FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN $S00^{\circ}13'56"E$ FOR A DISTANCE OF 156.00 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19"E$ FOR A DISTANCE OF 227.50 FEET TO A POINT; THENCE RUN $S00^{\circ}13'56"E$ FOR A DISTANCE OF 164.42 FEET TO A POINT; THE NEXT DESCRIBED COURSE BEING ALONG THE SOUTH LINE OF SAID TRACT "C"; THENCE RUN $S89^{\circ}47'53"W$ FOR A DISTANCE OF 297.50 FEET TO A POINT; THENCE RUN $N00^{\circ}13'56"W$ FOR A DISTANCE OF 85.00 FEET TO A POINT; THENCE RUN $S89^{\circ}47'53"W$ FOR A DISTANCE OF 181.80 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00"E$ FOR A DISTANCE OF 265.62 FEET TO A POINT; THENCE RUN $S89^{\circ}49'19"W$ FOR A DISTANCE OF 31.40 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00"E$ FOR A DISTANCE OF 130.81 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00"E$ FOR A DISTANCE OF 221.59 FEET TO A POINT; THENCE RUN $N00^{\circ}13'56"W$ FOR A DISTANCE OF 179.15 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "C"; THE NEXT COURSE BEING ALONG THE NORTH LINE OF SAID TRACT "C"; THENCE RUN $N89^{\circ}55'45"E$ FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775 SHEET 4 OF 4 SHEETS

	Schwebke-Shishkin & Associates, Inc.		REVISIONS
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)435-3200		
	ORDER NO. 215646	PREPARED UNDER MY SUPERVISION	
	DATE: SEPTEMBER 29, 2022	<i>Mark Steven Johnson</i>	
	THIS IS NOT A "BOUNDARY SURVEY"	MARK STEVEN JOHNSON, PRINCIPAL	
	CERTIFICATE OF AUTHORIZATION No. LB-87	FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775	

K:\105347\CONCEPT\SWEBKE & ASSOCIATES RAD PHASE 1A EXCLUDING PHASE 1.DWG

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
RAD PHASE 1A EXCLUDING PHASE 1**



LOCATION SKETCH SCALE 1"=350'
A PORTION OF SECTION 37-53S-41E, MIAMI-DADE COUNTY, FLORIDA

LEGEND:

P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE
C DENOTES CENTERLINE
M DENOTES MONUMENT LINE

DENOTES SUBJECT PARCEL

DENOTES LESS-OUT PARCEL NOT-A-PART

Δ DENOTES CENTRAL ANGLE
R DENOTES RADIUS
L DENOTES ARC DISTANCE
P.O.C. DENOTES POINT OF COMMENCEMENT
P.O.B. DENOTES POINT OF BEGINNING

NOTES:

- 1) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 2) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 47721 1 OF 4 SHEETS



Schwabke-Shishin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No.(954)435-7010

FAX No. (954)438-3288

ORDER NO. 215646

DATE: SEPTEMBER 29, 2012

THIS IS NOT A "BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

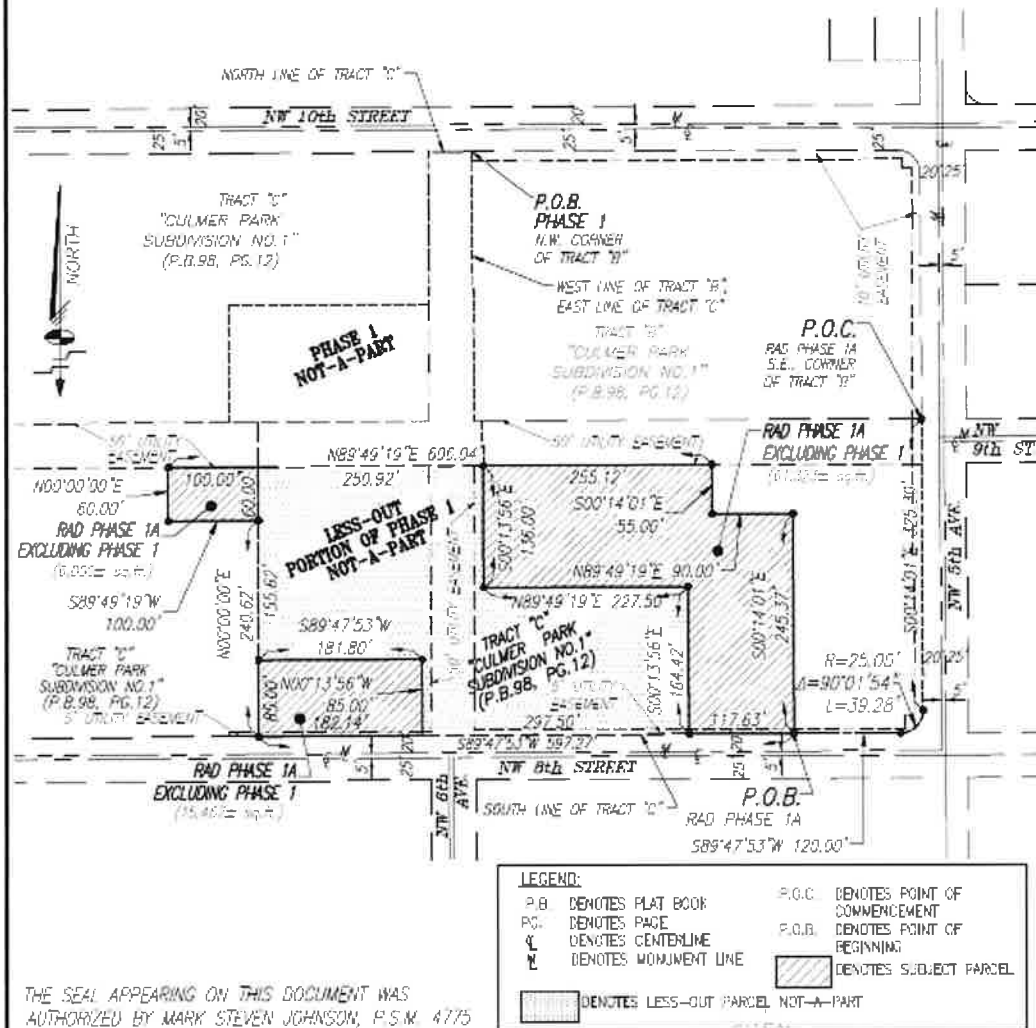
PREPARED UNDER MY SUPERVISION
Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 47721

REVISIONS

X:\375341\CLAMER PROJECT\SKETCH & LEGAL\CLAMER RAD PHASE 1A (EXCLUDING PHASE 1).DWG

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
RAD PHASE 1A EXCLUDING PHASE 1**



SHEET 2 OF 4 SHEETS

Schwabke-Shishkin & Associates, Inc.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No. (954) 435-7010 FAX No. (954) 436-3288

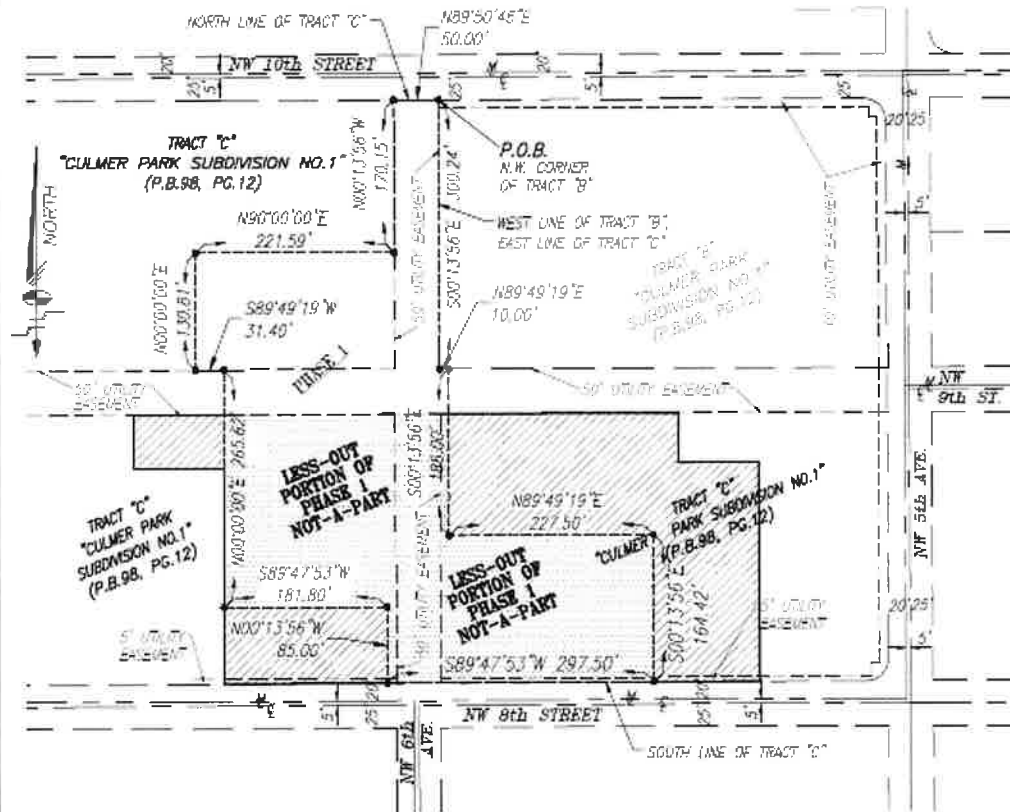
ORDER NO. 215646
DATE: SEPTEMBER 29, 2022
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LS-87

PREPARED UNDER MY SUPERVISION
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

W:\3240\741\CAJALPER PROJECT\DWG 2 - 1203\CAJALPER RAD PHASE 1A EXCLUDING PHASE 1.DWG

RAD PHASE 1A EXCLUDING PHASE 1



THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SCALE 1"=150'

LEGEND

P.D. DENOTES PLAT BOOK

PG. DENOTES PAGE

£ DENOTES CENTERLINE

DENOTES NON-MENT LIVE

 DENOTES LESS-OUT PARCEL NOT-A-PART

P.O.C. DENOTES POINT OF

COMMENCEMENT

P.O.B. DENOTES POINT OF

BEGINNING

GENOTES SUBJECT PARCEL

 DENOTES LESS-OUT PARCEL NOT-A-PART

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No (954)435-7010

FAX No. (954) 435-3228

ORDER NO. 215646

PREPARED, UNDER MY SUPERVISION

DATE SEPTEMBER 29, 2027

Mark Steven Johnson

THIS IS NOT A "BOUNDARY SURVEY"

MARK STEVEN JOHNSON, PRINCIPAL

CERTIFICATE OF AUTHORIZATION No. LB-97

FIDUCIARY PROFESSIONAL (LAND SURVEYOR) No. 4777

SHEET 3 OF 4 SHEETS

REVISIONS

4872-0582-6377, v1

MDC090

**LEGAL DESCRIPTION
TO ACCOMPANY SKETCH
RAD PHASE 1A EXCLUDING PHASE 1**

LEGAL DESCRIPTION

RAD PHASE 1A:

A PORTION OF TRACT "C", "CULMER PARK SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" OF SAID "CULMER PARK SUBDIVISION NO.1", SAID POINT ALSO BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID TRACT "C"; THE NEXT DESCRIBED FOUR COURSES BEING ALONG THE EAST, SOUTHEASTERLY AND SOUTH LINES OF SAID TRACT "C"; THENCE RUN $500^{\circ}14'01''$ E FOR A DISTANCE OF 325.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}01'54''$ FOR AN ARC DISTANCE OF 39.28 FEET TO A POINT OF TANGENCY; THENCE RUN $589^{\circ}47'53''$ W FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE $589^{\circ}47'53''$ W FOR A DISTANCE OF 597.27 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00''$ E FOR A DISTANCE OF 240.62 FEET TO A POINT; THENCE RUN $S89^{\circ}49'19''$ W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00''$ E FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY LINE OF A PLATTED 50.00 FEET UTILITY EASEMENT AND ITS EASTERLY PROJECTION $N89^{\circ}49'19''$ E FOR A DISTANCE OF 556.04 FEET TO A POINT; THENCE RUN $500^{\circ}14'01''$ E FOR A DISTANCE OF 55.00 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19''$ E FOR A DISTANCE OF 90.00 FEET TO A POINT; THENCE RUN $500^{\circ}14'01''$ E FOR A DISTANCE OF 245.37 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WITHIN THE ABOVE DESCRIBED PARCEL.

PHASE 1:

A PORTION OF TRACT "C", "CULMER PARK SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEGIN AT THE NORTHWEST CORNER OF TRACT "B", SAID POINT ALSO BEING THE MOST NORTHEAST CORNER OF SAID TRACT "C"; THENCE RUN $500^{\circ}13'56''$ E ALONG THE WEST LINE OF TRACT "B", ALSO BEING THE EAST LINE OF TRACT "C", FOR A DISTANCE OF 300.24 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19''$ E FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN $500^{\circ}13'56''$ E FOR A DISTANCE OF 186.00 FEET TO A POINT; THENCE RUN $N89^{\circ}49'19''$ E FOR A DISTANCE OF 227.50 FEET TO A POINT; THENCE RUN $500^{\circ}13'56''$ E FOR A DISTANCE OF 164.42 FEET TO A POINT; THE NEXT DESCRIBED COURSE BEING ALONG THE SOUTH LINE OF SAID TRACT "C"; THENCE RUN $S89^{\circ}47'53''$ W FOR A DISTANCE OF 297.50 FEET TO A POINT; THENCE RUN $N00^{\circ}13'56''$ W FOR A DISTANCE OF 95.00 FEET TO A POINT; THENCE RUN $S89^{\circ}47'53''$ W FOR A DISTANCE OF 181.80 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00''$ E FOR A DISTANCE OF 265.62 FEET TO A POINT; THENCE RUN $S89^{\circ}49'19''$ W FOR A DISTANCE OF 31.40 FEET TO A POINT; THENCE RUN $N00^{\circ}00'00''$ E FOR A DISTANCE OF 130.81 FEET TO A POINT; THENCE RUN $N30^{\circ}00'00''$ E FOR A DISTANCE OF 221.59 FEET TO A POINT; THENCE RUN $N00^{\circ}13'56''$ W FOR A DISTANCE OF 170.15 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "C"; THE NEXT COURSE BEING ALONG THE NORTH LINE OF SAID TRACT "C"; THENCE RUN $N89^{\circ}50'46''$ E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 37, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775. SHEET 4 OF 4 SHEETS

	Schwebke-Shishkin & Associates, Inc.		REVISIONS
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288		
	ORDER NO. 215646	PREPARED UNDER MY SUPERVISION:	
	DATE: SEPTEMBER 29, 2027	<i>Mark Steven Johnson</i>	
	THIS IS NOT A "BOUNDARY SURVEY"	MARK STEVEN JOHNSON, PRINCIPAL	
	CERTIFICATE OF AUTHORIZATION No. LB-87	FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775	

413723141 LOWER PROJECT/SKETCH & LEGAL/DRAWER RAD PHASE 1A EXCLUDING PHASE 1A.DWG

EXHIBIT B

Insurance Requirements

(a) Prior to the commencement of construction by Tenant, Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" policy for the full completed insurable value of the Premises in form satisfactory to Landlord.

(b) The Tenant shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- E. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- F. B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- G. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- H. Professional Liability Insurance (for professionals performing services for Tenant) in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE. CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve Tenant of their liability and obligation under this section or under any other section of this agreement

Execution of this Lease is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Landlord's notification to Tenant to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease, the Tenant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Tenant fails to submit the required insurance documents in the manner prescribed in this Lease within twenty (20) calendar days after Landlord's notification to comply, it shall be an Event of Default pursuant to the Lease.

The Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Exhibit remain in force for the duration of the Term of the Lease, including any and all option years or extension periods that may be granted by the Landlord. If insurance certificates are scheduled to expire during the Term, the Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Landlord shall provide thirty (30) days written notice to Tenant to cure the noncompliance. In the event Tenant does not replace the expired certificates with new or renewed certificates which cover the contractual period, it shall be an Event of Default pursuant to the Lease.

(c) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(d) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Premises shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Improvements, naming Landlord as an additional insured thereunder and shall insure the Project in an amount not less than the full insurable replacement value of the Premises. The Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Improvements, if the Tenant determines that it is in its best interest to do so, subject to the requirements of any approved mortgage lien holder's rights secured against the Premises and subject further to the terms of Article VI of the Lease.

(e) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to canceling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(f) If the Premises is located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum amount reasonable necessary to insure against the risk of loss from damage to the Premises caused by a flood.

(g) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties

suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

**GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES (BBC)
AFFORDABLE HOUSING DEVELOPMENT AND GRANT AGREEMENT**

**BETWEEN
MIAMI-DADE COUNTY
and
BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC.**

This Affordable Housing Development and Grant Agreement (the “**Agreement**” or “**Grant Agreement**”) is entered into as of _____, 2023 (the “**Effective Date**”) by and between Miami-Dade County, a political subdivision of the State of Florida (the “**County**” or “**Miami-Dade County**”), through its Board of County Commissioners (the “**Board**”), and BAME Development Corporation of South Florida, Inc., a Florida not-for-profit corporation (“**Grantee**”), with offices at 245 NW 8th Street, Miami, FL 33136.

WHEREAS, pursuant to Resolution No. R-1148-20, adopted on November 13, 2020 (the “**Allocation Resolution**”), the Board approved the allocation of \$3,189,856.79 of Building Better Communities General Obligation Bond (“BBC GOB”) from Project No. 386 titled “Redevelopment of Culmer Place and Culmer Gardens” (the “**Funding Allocation**”) to the demolition of existing buildings at the public housing developments currently known as Culmer Place and Culmer Gardens located in the City of Miami, within County Commission District 3, at Culmer Place, which contains approximately 13.6 acres and is bounded by NW 10th Street, NW 8th Street, NW 7th Avenue, and NW 5th Avenue, and Culmer Gardens, which contains approximately 6.6 acres and is bounded by NW 6th Street, NW 5th Street, NW 6th Avenue and NW 4th Avenue, and the redevelopment thereon in several phases of a mixed-income mixed-use development that will include the one-for-one replacement of the 226 existing public housing units and the creation of additional affordable and workforce housing units (the “**Overall Project**”); and

WHEREAS, a Master Development Agreement between the County and Culmer Holdings, LLC, a Florida limited liability company (the “**Master Developer**”) dated as of December 10, 2020 and amended as of _____, 2023 (inclusive of, and giving effect to, all amendments to date or hereafter, including any estoppel agreement executed in connection with the execution of the Project Lease as defined below, the “**MDA**”) was signed for the development of the Overall Project. The County and Culmer Apartments, Ltd., a Florida limited partnership whose sole general partner is controlled by, or under common control with, the Master Developer (“**Project Owner**”) are as of this date entering into a Ground Lease (Phase 1) (the “**Project Lease**”) for that certain land (known herein as the “**Property**” and described on “**Exhibit 4**”, attached hereto), upon which Culmer Apartments (the “**Project**”) shall be constructed. APC Culmer Development, LLC, a Florida limited liability company whose manager or managing member is controlled by, or under common control with, the Master Developer (“**Project Developer**”, and jointly or singly with Master Developer, the “**Developer**”) will serve as developer of the project; and

WHEREAS, Grantee’s mission is to provide affordable housing for low-to-moderate income individuals and by loaning the Funding (as defined below) to the Project, through an intermediary entity, Grantee can enable the Project to leverage additional federal low-income housing tax credits, and can assure that once repaid by the Project, the Funding can be recycled to support other affordable or workforce housing in Miami-Dade County; and

WHEREAS, the Project Lease and the MDA require Developer to build the RAD Units (it being agreed that the term “**RAD Unit**” will refer to any unit subject to a project-based voucher housing assistance contract issued pursuant to the Rental Assistance Demonstration (“**RAD**”) program including under a “RAD/Section 18 Blend”) and the affordable and workforce housing units described in the MDA and as further specified in any Redevelopment Plan for the Project approved thereunder) on the Property at certain rents based on a percentage of the annual area median income adjusted for family size established by the Department of Housing and Urban Development (“**AMF**”) as described in the Rental Regulatory Agreement (“**Regulatory Agreement**”) attached to, and incorporated in, this Agreement as “**Exhibit 1**”; and

WHEREAS, the Project is estimated to cost approximately \$122,022,015.00 which will be funded in accordance with the sources and uses set forth in the budget (the “**Budget**” which is attached to, and incorporated in this Agreement as “**Exhibit 2**”); and

WHEREAS, in accordance with the Resolution No. R-_____-23 adopted by the Board on February __, 2023 (the “**Grant Resolution**”), attached as “**Exhibit 3**” is the final underwriting report for the Project; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed that it will fund Three Million, One Hundred Eighty-Nine Thousand, Eight Hundred Fifty-Six and 79/100 Dollars (\$3,189,856.79 of the allocated BBC GOB funds (the “**Funding**”) in fiscal year 2023-2024 for reimbursable capital expenditures made in connection with the Project (the “**Funding Plan**”); and

WHEREAS, pursuant to the Grant Resolution, the County (i) approved the grant of the Funding to Grantee for the Overall Project; and (ii) approved the form of this Agreement and the Regulatory Agreement and authorized its representatives to enter into it; and

WHEREAS, the Board of Directors of Grantee through a corporate resolution, has authorized its representative(s) to enter into this Agreement; and

WHEREAS, Grantee intends to lend the Funding to APC Lending IV, LLC (“**Intermediate Lender**”) for reloan to Project Owner.

NOW, THEREFORE, in consideration of the mutual covenants recorded in this Agreement and in consideration of the mutual promises and covenants contained and the mutual benefits to be derived from this Agreement, the parties agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are Grantee and the County. It is agreed by the parties hereto that the Project will be developed and constructed by Developer in accordance with the description in Section 2 and the Budget in Section 5. The County has delegated the responsibility of administering this Agreement to the County's Public Housing and Community Development Department or its successor or assigns. The County acknowledges that Grantee may delegate certain of its responsibilities to Developer. The County further acknowledges that the term “Developer” is used herein as a term of convenience to mean either or both of the Project Developer or the Project Owner, and so long as an obligation is met, whether by the Project Developer or the Project Owner, this Agreement shall be deemed satisfied.

This Agreement shall take effect as of the date written above upon its execution by the authorized officers of the County and of Grantee (such date the “**Effective Date**” or “**Commencement Date**”) and shall terminate upon the completion and the issuance of a certificate of occupancy for the Units or thirty (30) months from the date of this Agreement (subject to extension as provided herein), whichever occurs

first. In this Agreement, Fiscal Year means the County's Fiscal Year which currently is October 1 through the following September 30.

Section 2. Project Development and Description: Timetable; Use of Funds. The Project shall be developed in accordance with the requirements set forth in the Project Lease and the MDA. In order to qualify for the Funding, Grantee and Developer shall comply with the terms of the Project Lease and the MDA. Developer shall be obligated to build a minimum of 119 RAD Units and 120 non-RAD units that will be maintained and operated as qualified low-income housing tax credit ("**LIHTC**") units ("**Affordable Units**") and collectively with the RAD Units, the "**Units**") in the Project and all of the required parking for Project as prescribed by the building code. Any revisions to the Project shall be made in accordance with the Project Lease and the MDA.

Grantee agrees that all aspects of the Project as described above shall be completed within thirty (30) months from the Effective Date. If construction is not completed within such thirty (30) month period and the County Mayor or County Mayor's designee (the "**County Mayor**") has not extended the time for completion pursuant to the terms of this Agreement, it shall be an Event of Default under Section 15 of this Agreement.

Grantee and Developer shall use, among other sources of funds, BBC GOB grant funds derived from the sale of BBC GOB or related drawdown bonds ("**Funds**") for the purpose of developing and constructing the Project in the manner described in this Agreement and the Project Lease, as may be amended from time to time.

Section 3. Restrictive Covenant. 100% of the Affordable Units shall be set aside for a mix of Eligible Tenants as that term is defined in the Regulatory Agreement (the "**Eligible Tenants**"). Of the 239 total units in the Project, 119 units shall be operated and maintained as RAD Units and 120 units shall be maintained and operated as Affordable Units leased to households having incomes at initial occupancy not exceeding 60% AMI; provided, however, that in accordance with "income averaging" rules of the Internal Revenue Service applicable to LIHTC units, any of the Affordable Units may be leased to households having incomes at initial occupancy not exceeding 80% of AMI so long as the average income at initial occupancy of households occupying the Affordable Units shall not exceed 60%, all as further set forth in the Regulatory Agreement.

The initial monthly rates and rental terms are set forth in the Regulatory Agreement. The Regulatory Agreement shall be recorded by Grantee at its expense. County shall have no obligation to disburse any Funds pursuant to this Agreement until evidence of such recordation is delivered to the County. Any documents which are recorded in connection with the Funds, including without limitation the Regulatory Agreement, shall be specifically subordinate to any commercial mortgage financing obtained by Developer which is used to finance the Project, and shall include such provisions and/or riders as may be required by HUD in connection with any FHA-insured loan, so long as the Units remain affordable at the set-asides set forth in the Regulatory Agreement.

Section 4. Payment of Funding Allocation: and Availability and Disbursement of Funds. Subject to availability of Funds as set forth in this Section 4 and the receipt by the County of the documents set forth in Section VI of the Regulatory Agreement and the terms of this Agreement, the County agrees to make disbursements to Grantee or Developer, if designated by Grantee, as soon as it is practical, from available Funds for the Funding in accordance with the BBC GOB five year capital plan and the Funding Plan for each Fiscal Year after receipt of invoices from Grantee or from Developer, with certification from Grantee, for capital costs incurred in connection with the development of the Project, provided, however, such reimbursements shall be made not more than thirty (30) days after receipt of invoices when Funds are available. With each request for reimbursement, Grantee and/or Developer, as applicable, shall also provide a written statement that (a) Grantee is not in default pursuant to the provisions of this Agreement and the Regulatory Agreement; (b) the Budget has not been materially altered without the County's approval; (c) all quarterly reports have been submitted; (d) the reimbursement is in compliance with the IRC Reimbursement Rules defined below in this Section 4; and (e) the Project is progressing in accordance with its construction schedule.

The Funding shall be disbursed on a reimbursement basis in accordance with the County's BBC GOB Administrative Rules which are attached as Attachment 1 ("**Administrative Rules**") and incorporated in this Agreement by this reference. By making this grant of the Funding pursuant to this Agreement, the County assumes no obligation to provide financial support of any type whatsoever in excess of the Funding Allocation. Cost overruns are the sole responsibility of Grantee. Grantee understands and agrees that reimbursements to Grantee shall be made in accordance with federal laws governing the BBC GOB Program, specifically the Internal Revenue Code of 1986 and the regulations promulgated under it. Any reimbursement request by Grantee or Developer for eligible Project expenses shall be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the Units are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by Grantee or Developer (the "**IRC Reimbursement Rules**"). Notwithstanding the foregoing, provided Grantee has submitted the required reimbursement request forms as described in the Administrative Rules together with all supporting invoices and is otherwise in compliance with this Grant Agreement, the County will make diligent efforts to disburse Funds in the amount requested by Grantee no later than thirty (30) days after Grantee's submission of such Reimbursement Request when Funds are available.

The County shall only be obligated to reimburse Grantee provided Grantee is not in breach of this Agreement or the Regulatory Agreement and Grantee has demonstrated that it or Developer has adequate funds to complete the Project. The Funding shall be reduced by the amount of Funds disbursed from time to time pursuant to this Agreement. The County shall administer, in accordance with the Administrative Rules, available Funds as authorized by Board Resolutions.

The County covenants to appropriate in its annual budget Funds derived from the sale of BBC GOB notes and/or bonds, or other County financial vehicles designed to bridge the sale or availability of BBC GOB notes and/or bonds ("**GOB Bond Funds**") in the amount necessary to fund the Funding Plan in each Fiscal Year until the Funding is fully funded in accordance with the Funding Plan. The County agrees to notify Grantee and Developer in writing if there is any proposed change to an annual appropriation through a subsequent budget amendment in that Fiscal Year, provided, however, the County's failure to notify Grantee and/or Developer of such notice shall not constitute a default under this Agreement or the Project Lease. Grantee may not require the County to use any other source of legally available revenues other than from GOB Bond Funds to fund the Funding Plan. This Agreement does not in any manner create a lien in favor of Grantee on any revenues including the GOB Bond Funds of the County. The County agrees to respond in writing within fifteen (15) days of a request from Grantee during the term of this Agreement as to the amount appropriated by the County for the Funding Plan for the current Fiscal Year.

Section 5. Project Budget. Grantee agrees to demonstrate fiscal stability and the ability to administer Funds received pursuant to this Agreement responsibly and in accordance with standard accounting practices by adhering to the Budget. If Grantee wishes to materially revise the Budget for the purpose of meeting its obligations and the economic feasibility of the Project, Grantee shall submit such a request in writing to the County Mayor seeking approval from the Board of such revisions. Grantee shall not proceed with the revisions until the County has approved the requested revisions in writing. A material revision shall mean a change of more than 10% of the total Budget.

Section 6. Expenditure Deadline. Grantee shall cause Developer to spend or commit all of the Funding on or before thirty (30) months from the Commencement Date (the “*Expenditure Deadline*”). Any Funding not spent or committed by the Expenditure Deadline for the Project or for which an extension has not been requested shall be subject to reversion to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. Disbursements of Funds are subject to the IRS Reimbursement Rules described in Section 4.

An extension may be requested in writing from the County Mayor at least thirty (30) days prior to the Expenditure Deadline. The County Mayor, at his or her discretion, may grant an extension of up to one (1) year from the Expenditure Deadline as long as the requested extension will not substantially alter the Project including its quality, impact, or benefit to the County or its citizens or result in a violation of the IRC Reimbursement Rules. All extension requests may be authorized by the County Mayor and must include documentation for the cause for such an extension request to be warranted and a statement on the progress of the Project.

In any case, the thirty (30) month period shall be extended for delays caused by casualty, war, terrorism, natural disasters, unavailability of labor or materials, civil uprising, governmental delays or other matters beyond Grantee's and/or Developer's control including, without limitations, delays caused by the County's failure to disburse the Funds in accordance with the terms of this Grant Agreement but only to the extent such extensions would not violate the IRS Reimbursement Rules.

Section 7. Reports: and Filing Deadlines. To demonstrate that Funds disbursed pursuant to this Agreement have been used in accordance with the Budget, Grantee shall cause Developer to submit the following reports to the County Mayor:

Quarterly Reports: Grantee shall cause Developer to submit to the County Mayor, a written report documenting that Grantee is meeting, is fulfilling or has fulfilled all project descriptions and the Budget requirements. This report is to be received by the County Mayor no less than quarterly, and will end upon Project stabilization (as that term is defined in Developer's limited partnership agreement).

Annual Statements: Grantee shall cause Developer to also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that Grantee and Developer are fulfilling, or have fulfilled, their purpose, and have complied with all applicable municipal, County, state and federal requirements, and this Agreement, exhibits, and/or other substantive materials affecting this Agreement, whether by reference or as may be attached or included as a condition to the distribution of Funds pursuant to the Funding Plan.

The County Mayor may also request a compilation statement or independent financial audit and accounting for the expenditure of Funds disbursed pursuant to this Agreement. This audit will be prepared by Grantee's independent certified public accounting firm at the expense of Grantee. If a

dispute arises regarding the expenditure of the Funds as shown in the compilation statement or independent financial audit, the County Mayor may request that an independent certified public accounting firm selected by the County perform an audit at the expense of Grantee.

The County will notify Grantee in writing if it does not receive any Quarterly Report or Annual Statement timely. Grantee shall have five (5) business days from the time it receives any such notice to respond and cure any reporting deficiency. The County may withhold the distribution of any additional Funds pursuant to this Agreement only after (a) the County notifies Grantee of a report deficiency, and (b) Grantee fails to cure the report deficiency within the prescribed timeframes above.

In the event that Grantee fails to submit the required reports as required above, the County Mayor may terminate this Agreement in accordance with Section 1S or suspend any further disbursement of Funds pursuant to this Agreement until all reports are current. Further, the County Mayor must approve these reports for Grantee to be deemed to have met all conditions of the grant award.

Section 8. Program Monitoring and Evaluation. The County Mayor may monitor and conduct an evaluation of Grantee's operations and the Project, which may include visits by County representatives to observe and discuss the progress of the Project with Grantee's personnel. Upon request, Grantee shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, and the Project related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that Grantee is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons, then the County Mayor must provide in writing to Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on Grantee's and/or Developers' ability to complete the Project and fulfill the terms of this Agreement within a reasonable time frame. If Grantee and/or Developer refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his or her discretion, may withhold Funds until such time as Grantee can demonstrate that such issues have been corrected. Further, in the event that Grantee does not expend the Funds for the Project or uses any portion of the Funds for costs not associated with the Project and Grantee refuses or is unable to address the areas of concern, then the County Mayor may request the return of all or a portion of the Funds disbursed to date pursuant to this Agreement. The County Mayor may also institute a moratorium on applications from Grantee to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first. In addition to Grantee, the County agrees to provide all notices required in this Section 8 to Developer.

Section 9. Accounting, Financial Review and Access to Records and Audits. Grantee must keep accurate and complete books and records for all receipts and expenditures of Funds received pursuant to this Agreement in conformance with general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with each disbursement of Funds pursuant to this Agreement, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in the County in a secure place and in an orderly fashion in a location within the County by Grantee for at least three (3) years after the later of the Expenditure Deadline specified in Section 6; the extended Expenditure Deadline, as approved by the County Mayor, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the disbursement of Funds pursuant to this Agreement and/or the Project activities related to the expenditure of such Funds.

The County Mayor may examine these books, records and documents at Grantee's offices or other approved site under the direct control and supervision of Grantee during regular business

hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of Grantee, whether or not purported to be related to this grant.

Grantee agrees to cooperate with the Miami-Dade County Office of Inspector General (IG) which has the authority and power to investigate County affairs and review past, present and proposed County programs, accounts, records, contracts and transactions. The IG contract fee shall not apply to this Agreement and Grantee shall not be responsible for any expense reimbursements or other amounts payable to the IG or its contractors. The IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general ("IPSIG") who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to Grantee {and any affected contractor and materialman) from IG, Grantee {and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within Budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant to County Code Section 2-8.1.

The provisions in this section shall apply to Grantee, its contractors and their respective officers, agents and employees. Grantee shall cause Developer to incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of Grantee.

Grantee agrees to cooperate with the Commission Auditor who has the right to access all financial and performance related records, property, and equipment purchased in whole or in part with governmental funds pursuant to Section 2-481 of the County Code.

Section 10. Publicity and Credits. Grantee shall cause Developer to include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS CULMER PLACE PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND

PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY.”

Section 11. Naming Rights and Advertisements. It is understood and agreed between the parties that Grantee is funded by Miami-Dade County. Further, by acceptance of the Funds, Grantee agrees that Project funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with the BBC GOB Program, then Miami- Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. Grantee shall cause Developer to ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of Project. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. Grantee shall cause Developer to submit sample or mock-up of such publicity or materials to the County for review and approval. Grantee shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 12. Liability and Indemnification. It is expressly understood and intended that Grantee, as the recipient of the BBC GOB Program, is not an officer, employee or agent of the County, its Board of County Commissioners, its Mayor, nor the County department administering this Agreement and the disbursement of Funds. Further, for purposes of this Agreement, the parties agree that Grantee, its officers, agents and employees are independent contractors and solely responsible for the Project.

Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venture partner, collaborator or partner of the department administering these grants, the County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Project. Grantee may subcontract as necessary to complete Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by Grantee that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. It is expressly understood that Grantee intends to loan the Funds to Intermediate Lender for reloan to the Project Owner. The development of the Project will be overseen by, and be the responsibility of, Developer. It is understood that certain of the responsibilities set forth herein undertaken by Grantee may be satisfied by Developer.

Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to

or resulting from the performance of this Agreement and/or the development of the Project by Grantee or Developer or their employees, agents, servants, partners, principals, sub-consultants or subcontractors (collectively, "Adverse Proceedings"). Grantee shall pay all claims and losses in connection with such Adverse Proceedings and shall investigate and defend all Adverse Proceedings in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may result from such Adverse Proceedings. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as provided in this Section 12.

Section 13. Assignment. Other than as provided herein, Grantee is not permitted to assign this Agreement or any portion of it other than as herein provided. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Allocation and immediate reimbursement by Grantee of the full amount of the Funding disbursed to date to Grantee. Grantee may assign its rights and obligations hereunder to an affiliate which is controlled by Grantee or its principals or to a Florida not for profit corporation if necessary to facilitate the use of federal low-income tax credits for the benefit of the Project. The County acknowledges that Grantee and/or Developer will be obtaining additional financing for the Project and that such lender(s) will require an assignment of this Agreement and/or the Funds to such lender(s) as additional security for their loans. To the extent required by the lender(s), the County agrees to cause a legal opinion acceptable to the lender(s) to be provided to the lender(s) regarding the enforceability of this Agreement and any such assignment to the lender(s). Such assignment will be expressly conditioned on the lender's agreement to use such Funds solely in fulfillment of the purposes set forth herein. Any such financing obtained by Grantee for purposes of developing the Project will be senior in lien priority to the funding evidenced by this Grant Agreement.

Section 14. Compliance with laws. Grantee is obligated and agrees to abide by and be governed by all Applicable laws necessary for the development and completion of the Project. "Applicable law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, developments of regional impact ("DRIs") and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Chapter 11-A of the County Code (nondiscrimination in employment, housing and public accommodations); all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code; County Resolution No R-754-93 (Insurance Affidavit); County Ordinance No. 92-15 (Drug-Free Workplace); County Ordinance No. 91-142 (Family Leave Affidavit); execution and delivery of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami- Dade County criminal record affidavit; all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance); the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R.-185-00 (Domestic Leave Ordinance).

All records of Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

Grantee shall submit to the department administering this Agreement, all affidavits required in this Section 14 prior to, or at the time, this Agreement is delivered by Grantee to the County fully executed by an authorized officer.

Section 15. Default. Opportunity to Cure and Termination.

- (a) Each of the following shall constitute a default (a "Grantee Default") by Grantee:
 - (1) If Grantee uses any portion of the Funding for costs not associated with the Project (i.e. ineligible costs), and Grantee fails to cure its default within thirty (30) days after written notice of the default is given to Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice Grantee commences diligently and thereafter continues to cure.
 - (2) If Grantee shall breach any of the other covenants or provisions in the Regulatory Agreement and/or this Agreement other than as referred to in Section 15(a)(1) and Grantee fails to cure its default within thirty (30) days after written notice of the default is given to Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice Grantee commences diligently and thereafter continues to cure.
 - (3) If Grantee fails to complete the Project within four (4) years of the Commencement Date of this Agreement subject to extension as provided above.
- (b) The following shall constitute a default (a "County Default") by the County:
 - (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by Grantee; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

- (1) Upon the occurrence of a Grantee Default as provided in Section 15(a) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, Grantee shall reimburse the County, in whole or in part as the County shall determine, all Funds provided to Grantee by the County pursuant to the terms of this Agreement and this Agreement shall be terminated.
- (2) Either party may institute litigation to recover damages for any Grantee Default or County Default (as applicable) or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy), provided, however, any damages sought by Grantee shall be limited solely to legally available Funds appropriated by the County to fund disbursements pursuant to this Agreement and no other revenues of the County.
- (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
- (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, but with respect to the County's right to termination, only to the extent that a material Grantee Default has occurred and is continuing beyond any applicable grace or cure period, and with respect to Grantee's right to terminate, only to the extent that a material County Default has occurred and is continuing beyond any applicable grace or cure period; provided, however, such termination shall not be effective until all payments are made by Grantee to the County pursuant to (c) (1) of this Section 15 above.
- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event the Funding is canceled or Grantee is requested to repay any of the Funding because of a breach of this Agreement, Grantee will not be eligible to apply to the County for another grant or contract with the County for a period of one (1) year, commencing on the date Grantee receives the notice in writing of the breach of this Agreement. Further, Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. Grantee will also be liable to reimburse the County for all lost or stolen Funds disbursed to Grantee pursuant to this Agreement. Funds, which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Mayor a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners. Notwithstanding any other provision contained herein, in the event the Project is completed by Grantee, no breach hereunder shall give rise to an obligation to repay any Funds which have been properly utilized for the construction and development of the Project.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Developer and/or Wells Fargo Community Investment Holdings, LLC, as limited partner of the Project Owner shall have the opportunity to cure any default of Grantee within the time frame allotted to Grantee under this Agreement.

Section 16. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Written Notices. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party);

The County:

Public Housing and Community Development Department
Miami-Dade County
701 N.W. 1st Court, Suite 1400
Miami, Florida 33136
Attn: Clarence D. Brown, Interim Director

Grantee:

BAME Development Corporation of South Florida, Inc.
245 NW 8th Street
Miami, FL 33136
Attn: Mark E. Crutcher

Project Owner:

Culmer Apartments, Ltd.
c/o Atlantic Pacific Communities
3 Miami Central
161 NW 6th Street, Suite 1020
Miami, FL 33136
Attn: Greg Griffith

with a copy to:

Klein Hornig LLP
1325 G Street, NW, Suite 770
Washington, DC 20005
Attn: Chris Hornig

with a copy to:

Wells Fargo Community Investment Holdings, LLC
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attention: Director of Asset Management

Section 18. Captions. Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

Section 19. Agreement Represents Total Agreement: Amendments. This Agreement, and its attachments, which are incorporated in this Agreement, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters pertaining to the funding for the Project by the County through all or a portion of the Funding and the development of the Units by Grantee. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect.

This Agreement may be modified, altered or amended only by a written amendment duly executed by the County and Grantee or their authorized representatives.

Section 20. Litigation Costs/Venue. In the event that Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach

of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. Representations of the Grantee. Grantee represents that this Agreement has been duly authorized by the governing body of Grantee and that the governing body has designated Gwendolyn Cooper or such other individual or individuals who may be designated by Grantee in writing from time to time (the "Authorized Officer"), as the individual with the required power and authority to execute this Agreement on behalf of Grantee. Grantee represents that it is a validly existing not for profit corporation in good standing under the laws of the State of Florida.

Once this Agreement is properly and legally executed by its Authorized Officer, the governing body of Grantee agrees to a) comply with the terms of this Agreement; b) comply with the terms of the Regulatory Agreement; c) comply with all applicable laws, including, without limitation, the County's policy against discrimination; d) comply with the Administrative Rules; and e) submit all written documentation required by the Administrative Rules and this Agreement to the County Mayor.

Section 22. Responsibilities of Developer. The County's acknowledgement that the Funds paid to Grantee may be subsequently re-loaned by Grantee to Project Owner is specifically conditioned upon Project Owner developing the Project. Thus the parties acknowledge that Project Owner will be responsible for the various obligations of Grantee set forth in this Agreement. **Project Owner has joined in this Agreement for the express purpose of acknowledging such obligation.**

Section 23. Representation of the County. The County represents that this Agreement has been duly approved by the Board, as the governing body of the County, and the Board has granted the County Mayor, the required power and authority to execute this Agreement and that this is a legally enforceable agreement in accordance with its terms. The County agrees to provide Funds to Grantee for the purpose of developing and improving the Project in accordance with terms of this Agreement, including its Exhibits which are incorporated in this Agreement. The County shall only disburse Funds if Grantee is not in breach of this Agreement and continues to have adequate funds to complete the Project. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of Funds within the time periods set forth in this Agreement.

Section 24. Invalidity of Provisions, Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 25. Insurance. Grantee must maintain and shall furnish, upon request, to the County Mayor, certificate(s) of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Section 440 of the Florida Statutes.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 or such other amount required by Florida Statute as the combined single limit per

occurrence for bodily injury and property damage liability for governmental entities. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's General Services Administration Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Modification or waiver of any of the insurance requirements identified in this Section 25 is subject to the approval of the County's General Services Administration Risk Management Division. Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

Section 26. Special Conditions. The Funding is awarded to Grantee with the understanding that Grantee is performing a public purpose by providing affordable rental units through the development of the Project. Use of the Funds for any purpose other than for construction of the Units and certain soft costs related thereto will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to, those outlined in Section 15 of this Agreement.

Section 27. Miami-Dade County's Rights As Sovereign. Notwithstanding any provision of this Grant Agreement,

(a) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws (other than its contractual duties under this Agreement) and shall not be estopped by virtue of this Agreement from withholding or refusing to issue any zoning approvals and/or building permits; from exercising its planning or regulatory duties and authority; and from requiring the Project to comply with all development requirements under present or future laws and ordinances applicable to its design, construction and development; and

(b) Miami-Dade County shall not by virtue of this Agreement be obligated to grant Grantee or the Project or any portion of it, any approvals of applications for building, zoning, planning or development under present or future laws and ordinances applicable to the design, construction and development of the Project.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
County Mayor or Deputy Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

BAME Development Corporation of South Florida,
Inc.,

a Florida not for profit corporation

By: Mark E. Crutcher

Name: Mark E. Crutcher

Its: President

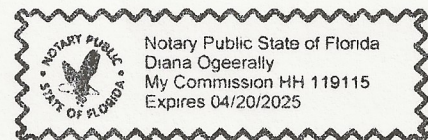
STATE OF FLORIDA

MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by Mark E. Crutcher, as Chairman of BAME Development Corporation of South Florida, Inc., a Florida not for profit corporation. He/she is personally known to me or has produced Florida D-L as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of March, 2023.

By: Diana Ogeerally
Notary Public
Print Name: DIANA OGEERALLY
My Commission Expires: 4-20-2025



Agreed to and Acknowledged by:

Culmer Apartments, Ltd.
a Florida limited partnership

By: APC Culmer Apartments, LLC,
its sole general partner

By: Kenneth Naylor
Kenneth Naylor, Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of March, 2023 by Kenneth Naylor, as vice president of APC Culmer Apartments, LLC, a Florida limited liability company, as general partner of Culmer Apartments, Ltd.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

Print or Stamp Name: Rebeca Martinez

Notary Public, State of Florida at Large

Commission No.: 44213601

My Commission Expires: 1/4/24

NOTARY STAMP

Exhibit 1

The Rental Regulatory Agreement attached to the Allocation Resolution and approved by the Board simultaneously with this Grant Agreement.

Exhibit 2

Budget

Project Costs	Budget
Land	\$6,210,000
Hard Costs	\$77,094,561
Financing Costs	\$6,457,191
Soft Costs	\$12,957,618
Reserves	\$1,935,480
Developer Fee	\$17,367,165
Total Project Costs	\$122,022,015

Project Financing	Provided By	Budget
Permanent Tax Exempt Bond	Unspecified	\$28,829,000
Lessor Note	Miami-Dade County	\$6,210,000
SAIL	FHFC	\$11,300,000
SURTAX	Miami-Dade County	\$6,500,000
Supplemental ELI	FHFC	\$600,000
NHTF	FHFC	\$1,236,800
Overtown Funds	Miami-Dade County	\$500,000
GOB Funds	Miami-Dade County	\$3,189,857
Limited Partner Equity	Wells Fargo	\$53,184,971
General Partner Equity		\$25,000
Deferred Developer Fee		\$10,446,387
Total Project Financing		\$122,022,015

MIAMI 7230876.2 79701/91687

Exhibit 3

FHFC Credit Underwriter Report

[See Following Pages]

MIAMI 7230876.2 79701/91687

Florida Housing Finance Corporation

Credit Underwriting Report ("CUR")

Culmer Apartments RFA 2019-116 (2020-435BSN / 2019-572C)

**SAIL Financing of Affordable Multifamily Housing Developments to be Used in
Conjunction with Tax-Exempt Bond Financing and 4% Non-Competitive Housing
Credits**

**Multifamily Mortgage Revenue Bonds ("MMRB"), State Apartment Incentive
Loan ("SAIL"), Extremely Low-Income Loan ("ELI"), National Housing Trust Fund
Loan Program ("NHTF"), and 4% Non-Competitive Housing Credits ("HC")**

Section A: Report Summary

**Section B: MMRB, SAIL, ELI and NHTF Special and General Conditions and Housing Credit
Allocation Recommendation and Contingencies**

Section C: Supporting Information and Schedules

Prepared by

AmeriNat®

Final Report

June 9, 2022

Culmer Apartments

TABLE OF CONTENTS

Section A

Report Summary	<u>Page</u>
➤ Recommendation	A1-A10
➤ Overview	A11-A18
➤ Uses of Funds	A19-A26
➤ Operating Pro Forma	A27-A30

Section B

MMRB, SAIL, ELI & NHTF Loan Special and General Loan Closing Conditions & HC Allocation Recommendation and Contingencies	B1-B8
---	-------

Section C

Supporting Information and Schedules	
➤ Additional Development & Third-Party Information	C1-C6
➤ Borrower Information	C7-C11
➤ Guarantor Information	C12-C13
➤ Syndicator Information	C14
➤ General Contractor Information	C15-C16
➤ Property Management Information	C17-C18

Exhibits

15 Year Pro Forma	1
Description of Features & Amenity Characteristics	2 1-5
HC Allocation Calculation	3 1-2
Completeness and Issues Checklist	4 1-2

Section A

Report Summary

June 9, 2022

MDC117

Recommendation

AmeriNat® ("AmeriNat") recommends Florida Housing Finance Corporation ("FHFC" or "Florida Housing") issue MMRB in the amount of \$55,160,000, a SAIL loan in the amount of \$7,000,000, an ELI Loan in the amount of \$600,000, an NHTF loan in the amount of \$1,236,800 and an annual 4% HC allocation in the amount of \$4,890,093 to Culmer Apartments, Ltd. ("Applicant") for the construction and permanent phase financing of Culmer Apartments (the proposed "Development").

DEVELOPMENT & SET-ASIDES

Development Name: Culmer Apartments

RFA/Program Numbers: 2019-116 / 2020-435BSN 2019-572C

Address: On the south side of NW 10th Street, approximately 700 feet SW of the intersection of NW 10th Street and NW 5th Avenue

City: Miami Zip Code: 33136 County: Miami-Dade County Size: Large

Development Category: New Construction Development Type: High Rise

Construction Type: Steel and Masonry

Demographic Commitment:

Primary: Family for 100% of the Units

Unit Composition:

of ELI Units: 37 ELI Units Are Restricted to 30% AMI, or less. Total # of units with PBRA? 119
 # of Link Units: 19 Are the Link Units Demographically Restricted? Yes # of NHTF Units: 4

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
1	1.0	1	408	22%			\$373	\$69	\$304	\$733		\$733	\$733	\$8,796
2	2.0	1	629	22%			\$447	\$101	\$346	\$1,739		\$1,739	\$1,739	\$20,868
3	2.0	1	783	22%			\$517	\$137	\$380	\$2,305		\$2,305	\$2,305	\$27,660
4	3.0	1	862	22%			\$576	\$162	\$414	\$2,733		\$2,733	\$2,733	\$32,796
0	1.0	9	258	30%			\$474	\$64	\$410			\$410	\$410	\$44,280
1	1.0	10	408	30%			\$508	\$69	\$439	\$733		\$733	\$733	\$87,960
2	2.0	17	629	30%			\$610	\$101	\$509	\$923		\$923	\$923	\$188,292
5	3.0	1	1,023	30%			\$868	\$207	\$661	\$3,122		\$3,122	\$3,122	\$37,464
1	1.0	2	408	40%			\$678	\$69	\$609	\$733		\$733	\$733	\$17,592
2	2.0	2	629	40%			\$814	\$101	\$713	\$923		\$923	\$923	\$22,152
3	2.0	1	783	40%			\$940	\$137	\$803	\$1,231		\$1,231	\$1,231	\$14,772
4	3.0	1	861	40%			\$1,049	\$162	\$887	\$1,478		\$1,478	\$1,478	\$17,736
3	2.0	5	782	50%			\$1,175	\$137	\$1,038	\$2,305		\$2,305	\$2,305	\$138,300
0	1.0	31	258	60%			\$949	\$64	\$885			\$885	\$885	\$329,220
1	1.0	16	408	60%			\$1,017	\$69	\$948			\$948	\$948	\$182,016
1	1.0	13	408	60%			\$1,017	\$69	\$948	\$733		\$733	\$733	\$114,348
2	2.0	1	629	60%			\$1,221	\$101	\$1,120	\$923		\$923	\$923	\$11,076
3	2.0	50	783	60%			\$1,410	\$137	\$1,273	\$2,305		\$2,305	\$2,305	\$1,383,000
4	3.0	10	862	60%			\$1,573	\$162	\$1,411	\$2,733		\$2,733	\$2,733	\$327,960
5	3.0	2	1,023	60%			\$1,736	\$207	\$1,529	\$3,122		\$3,122	\$3,122	\$74,928
0	1.0	19	258	80%			\$1,266	\$64	\$1,202			\$1,202	\$1,202	\$274,056
1	1.0	45	408	80%			\$1,357	\$69	\$1,288			\$1,288	\$1,288	\$695,520
		239	121,965											\$4,050,792

The unit matrix has been adjusted to show an additional four (4) one-bedroom units at 30% of AMI so as to comply with the Request for Application 2019-116's ("RFA") requirement of at least 15% of the units set-aside as Extremely Low Income ("ELI") units. As the Development has 119 units receiving Project Based Rental Assistance ("PBRA"), the adjustment has no effect on the Annual Rental income as underwritten as the four (4) one-bedroom units were taken from the 60% of AMI units also receiving PBRA. Receipt of an updated appraisal and market study that confirm the unit set-asides is a condition precedent to loan closing.

Please note that the unit sizes shown represent the average square footage for each bedroom size. The actual total square footage for the units is 121,845 as noted in the Plan and Cost Review.

The Applicant selected Average Income Test; therefore, as required by the RFA, the Applicant must set-aside 15% of the total units (37 units) as ELI Set-Aside units. Persons with Special Needs Set-Aside Commitment: The proposed Development must set aside fifty percent (50%) of the ELI Set-Aside units (19 units) as Link units for Persons with Special Needs. In order to meet the commitment to set aside ELI units as Link units for Persons with Special Needs, the Applicant must develop and execute a Link Memorandum of Understanding ("MOU") with at least one designated Special Needs Household Referral Agency ("Referral Agency") serving the county and intended population where the Development will be located (Miami-Dade County) and rent units to households referred by the Referral Agency with which the MOU is executed. The fully executed MOU was approved by Florida Housing on March 25, 2021.

NHTF Units Set-Aside Commitment: The proposed Development must set-aside four (4) units as NHTF Link units targeted for Persons with Special Needs. These units are required to be set aside for residents earning at or below 22% of AMI and are in addition to the fifty percent (50%) requirement for ELI set-aside units. Therefore, the Development will have a total of twenty-three (23) units targeted for Persons with Special Needs (ELI-19 units, NHTF-4 units). After 30 years, all of the NHTF Link units may convert to serve residents at or below 60% of AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire 50-year Compliance Period. A Tenant Selection Plan ("TSP"), as required by RFA 2019-116, was approved by FHFC on April 19, 2022. HUD approval of the TSP is a condition precedent to finalization of the CUR.

Buildings: Residential - 2 Non-Residential - 1
 Parking: Parking Spaces - 220 Accessible Spaces - 14

Set Asides:	Program	% of Units	# of Units	% AMI	Term (Years)
	MMRB	40%	96	60%	50
	SAIL / ELI / HC	15.481%	37	30%	50
	SAIL / HC	2.510%	6	40%	50
	SAIL / HC	2.092%	5	50%	50
	SAIL / HC	53.138%	127	60%	50
	SAIL / HC	26.779%	64	80%	50
	NHTF	1.674%	4	22%	50

Absorption Rate: 38 units per month for 6.0 months.

Occupancy Rate at Stabilization: Physical Occupancy 97.00% Economic Occupancy 96.00%
 Occupancy Comments CMA occupancy is 99.8% per the 3/2022 Market Study

DDA: No QCT: Yes Multi-Phase Boost: No QAP Boost: No
 Site Acreage: 4.215 Density: 56.702 Flood Zone Designation: X
 Zoning: Current: UC-T5-R, Urban Core Transit Zone 5 - Restricted; Future: Mixed-Use Flood Insurance Required?: No

DEVELOPMENT TEAM		
Applicant/Borrower:	Culmer Apartments, Ltd.	% Ownership
General Partner	APC Culmer Apartments, LLC	0.01%
Limited Partner	Wells Fargo Community Lending and Investment or an affiliate thereof	99.99%
Construction Completion		
Guarantor(s):		
CC Guarantor 1:	Culmer Apartments, Ltd.	
CC Guarantor 2:	APC Culmer Apartments, LLC	
CC Guarantor 3:	Atlantic Pacific Communities, LLC	
CC Guarantor 4:	Howard D. Cohen and Howard D. Cohen Revocable Trust	
CC Guarantor 5:	APC Culmer Development, LLC	
Operating Deficit Guarantor(s):		
OD Guarantor 1:	Culmer Apartments, Ltd.	
OD Guarantor 2:	APC Culmer Apartments, LLC	
OD Guarantor 3:	Atlantic Pacific Communities, LLC	
OD Guarantor 4:	Howard D. Cohen and Howard D. Cohen Revocable Trust	
OD Guarantor 5:	APC Culmer Development, LLC	
Bond Purchaser	Public Offering	
Developer:	APC Culmer Development, LLC	
Principal 1	Howard D. Cohen	
Principal 2	Atlantic Pacific Communities, LLC	
Principal 3	Appreciation Holdings Manager, LLC	
General Contractor 1:	Atlantic Pacific Community Builders, LLC	
Management Company:	Atlantic Pacific Community Management, LLC	
Syndicator:	Wells Fargo Community Lending and Investment or an affiliate thereof	
Bond Issuer:	Florida Housing Finance Corporation	
Architect:	Corwil Architects, Inc.	
Market Study Provider:	Meridian Appraisal Group, Inc.	
Appraiser:	Meridian Appraisal Group, Inc.	

PERMANENT FINANCING INFORMATION						
	1st Source	2nd Source	3rd Source	4th Source	5th Source	Other
Lien Position	1	2	3	4	5	6, 7, 8
Lender/Grantor	Wells Fargo Bank, N.A.	FHFC - SAIL	FHFC- ELI	FHFC - NHTF	Miami-Dade County FY 2020 Surtax / SHIP / HOME	BAME / BAME / PHCD
Amount	\$31,100,000	\$7,000,000	\$600,000	\$1,236,800	\$6,500,000	\$500,000 / \$3,189,856.79 / \$6,210,000
Underwritten Interest Rate	4.30%	1.00%	0.00%	0.00%	1.00%	0% / 0% / 2.66%
All In Interest Rate	4.30%	1.00%	0.00%	0.00%	1.00%	0% / 0% / 0%
Loan Term	40	40	40	40	40	45 / 45 / 45
Amortization	40	n/a	n/a	n/a	n/a	n/a
Market Rate/Market Financing LTV	38.2%	46.8%	47.5%	49.1%	57.1%	57.7% / 61.6% / 69.2%
Restricted Market Financing LTV	77.2%	94.5%	96.0%	99.1%	115.2%	116.4% / 124.4% / 139.8%
Loan to Cost - Cumulative	27.5%	33.7%	34.2%	35.3%	41.0%	41.7% / 44.5% / 50.1%
Loan to Cost - SAIL Only		6.2%				
Debt Service Coverage	1.20	1.14	1.14	1.14	1.10	1.10
Operating Deficit & Debt Service Reserves	\$1,334,688					
# of Months covered by the Reserves	4.2					

Deferred Developer Fee	\$7,824,986.23
As-Is Land Value	\$6,210,000
Market Rent/Market Financing Stabilized Value	\$81,390,000
Rent Restricted Market Financing Stabilized Value	\$40,310,000
Projected Net Operating Income (NOI) - Year 1	\$1,955,266
Projected Net Operating Income (NOI) - 15 Year	\$2,255,452
Year 15 Pro Forma Income Escalation Rate	2.00%
Year 15 Pro Forma Expense Escalation Rate	3.00%
Bond Structure	Public Offering
Housing Credit (HC) Syndication Price	\$0.9825
HC Annual Allocation - Qualified in CUR	\$4,890,093
HC Annual Allocation - Equity Letter of Interest	\$4,987,835

CONSTRUCTION/PERMANENT SOURCES:				
Source	Lender	Construction	Permanent	Perm Loan/Unit
FHFC - MMRB	FHFC / Wells Fargo Bank, N.A.	\$31,100,000	\$31,100,000	\$130,126
FHFC - SAIL	FHFC	\$7,000,000	\$7,000,000	\$29,289
FHFC - SAIL ELI	FHFC	\$600,000	\$600,000	\$2,510
FHFC - NHTF	FHFC	\$1,236,800	\$1,236,800	\$5,175
Local Government Subsidy	Miami-Dade County FY 2020 Surtax / SHIP / HOME	\$6,500,000	\$6,500,000	\$27,197
Local Government Subsidy	Overtown	\$500,000	\$500,000	\$2,092
Local Government Subsidy	GOB	\$3,189,856.79	\$3,189,856.79	\$13,347
Other	PHCD	\$6,210,000	\$6,210,000	\$25,983
HC Equity	Wells Fargo Community Lending and Investment	\$12,372,646	\$49,000,578	\$205,023
Deferred Developer Fee	Developer	\$9,112,918.23	\$7,824,986.23	\$32,741
TOTAL		\$77,822,221.02	\$113,162,221.02	\$473,482
Cash Collateral Source(s):				
Equity Bridge Loan	Wells Fargo Bank, N.A.	\$35,340,000		
GRAND TOTAL		\$113,162,221.02		

Credit Underwriter: AmeriNat Loan Services

Date of Final CUR:

TDC PU Limitation at Application: \$342,000 TDC PU Limitation at Credit Underwriting: \$521,529.84Minimum 1st Mortgage per Rule: \$0 Amount Dev. Fee Reduced for TDC Limit: \$0

Changes from the Application:

COMPARISON CRITERIA	YES	NO
Does the level of experience of the current team equal or exceed that of the team described in the Application?	X	
Are all funding sources the same as shown in the Application?		1
Are all local government recommendations/contributions still in place at the level described in the Application?		1
Is the Development feasible with all amenities/features listed in the Application?	X	
Do the site plans/architectural drawings account for all amenities/features listed in the Application?	X	
Does the Applicant have site control at or above the level indicated in the Application?	X	
Does the Applicant have adequate zoning as indicated in the Application?	X	
Has the Development been evaluated for feasibility using the total length of set-aside committed to in the Application?	X	
Have the Development costs remained equal to or less than those listed in the Application?		2
Is the Development feasible using the set-asides committed to in the Application?	X	
If the Development has committed to serve a special target group (e.g. elderly, large family, etc.), do the development and operating plans contain specific provisions for implementation?	X	
HOME ONLY: If points were given for match funds, is the match percentage the same as or greater than that indicated in the Application?	N/A	
HC ONLY: Is the rate of syndication the same as or greater than that shown in the Application?		1
Is the Development in all other material respects the same as presented in the Application?		3, 4, 5

The following are explanations of each item checked "No" in the table above:

1. The Applicant indicated FHFC MMRB as a construction source in the amount of \$33,500,000. The Applicant submitted a request letter dated February 24, 2022 requesting the amount be increased to \$53,060,000. Subsequently, the Applicant requested the amount be increased to \$55,160,000. The increase was approved by FHFC staff as of April 27, 2022. JPMorgan Chase Bank, N.A. ("Chase") was to provide up to \$33,500,000 in the form of a tax-exempt construction loan and \$24,380,000 in permanent phase financing. Wells Fargo Bank, N.A is now providing \$31,100,000 in construction and permanent financing, with a bridge loan in the amount of \$35,340,000.

Wells Fargo Community Lending and Investment ("WFCLI") is providing the equity in the transaction at \$0.9825/credit; the application indicated a price of \$1.01/credit. Notwithstanding the decrease in per credit pricing, the total equity in the transaction increased from \$21,670,817 to \$49,000,578.

Per the Invitation to Credit Underwriting issued by FHFC on July 14, 2020, the Applicant was awarded \$1,236,800 in National Housing Trust Fund ("NHTF") funds.

Additional sources of funding include \$500,000 in Miami-Dade County Overtown Trust funds, \$3,189,856.79 in Building Better Communities General Obligation Bond Program funds (both administered by BAME Development Corporation of South Florida, Inc.) and \$6,210,000 in construction/permanent financing from Miami-Dade County Public Housing and Community Development in the form of a ground lease for the property on which the Development is to be built.

2. Total Development Costs have increased from \$62,649,748.86 to \$113,162,221.02 for a difference of \$50,512,472.16 since the Application due to increases in construction costs, general development costs, land acquisition costs, Developer Fee, and reserve accounts.
3. On October 23, 2020, FHFC staff approved a legal description change for the Development's land parcel.
4. The Applicant received a six-month firm loan commitment issuance extension from July 14, 2021 to January 14, 2022 at the June 18, 2021 FHFC Board meeting.
5. The Applicant requested the number of residential buildings be reduced from three to two; this request was approved by FHFC staff on April 27, 2022.

These changes have no substantial material impact to the MMRB, SAIL, ELI, NHTF, and HC recommendations for the Development.

Does the Development Team have any Florida Housing Financed Developments on the Past Due/Noncompliance Report?

- According to the June 9, 2020 Asset Management Noncompliance Report, the Development Team has no noncompliance items.
- According to the March 25, 2022 Florida Housing Past Due Report, the Development Team has no past due items.

This recommendation is subject to satisfactory resolution of any outstanding noncompliance items and/or past due items prior to or at the time of loan closing and the issuance of the Annual HC allocation recommendation herein.

Strengths:

1. The Development Team has demonstrated the ability to successfully develop and operate affordable multifamily rental communities using a variety of different subsidies.

2. A Market Study performed by Meridian Appraisal Group, Inc. ("Meridian") dated March 7, 2022 concludes that the Development should benefit from the rental rate advantage it will have over market rents. Based on the proposed rents, the Development will have an overall weighted rental rate advantage of 115% compared to the average achievable market rents for the area.
3. Meridian identified six properties with a total of 848 units as comparable to the Development that are located in the Comparable Market Area ("CMA"). The comparable properties have a weighted average physical occupancy rate of 99.8%.

Other Considerations:

1. The Applicant indicated Miami-Dade County Public Housing and Community Development ("PHCD") submitted to the U.S. Department of Housing and Urban Development ("HUD") a Rental Assistance Demonstration ("RAD") application for 119 units to be converted from Culmer Place and Culmer Gardens public housing projects and conveyed to the Development. The 119 units will serve as replacement units where preference will be given to the Public Housing tenants residing at Culmer Place and Culmer Gardens. The units are subject to an Annual Contribution Contract ("ACC") with HUD and the Development's 119 Public Housing units transferred from the existing projects and will operate 48 units under HUD's RAD program and 71 units will be converted to Section 8 Project Based Vouchers ("PBV") under the RAD Section 18 Blend program. The Applicant is seeking 20-year assistance contracts, and receipt of the executed RAD and HUD PBV contracts is a condition precedent to loan closing. Additionally, receipt of a Project Based Voucher Determination Letter from PHCD confirming the number of units at the Development receiving assistance with their contract rents is a condition precedent to finalizing the CUR.
2. The RFA states that "Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level." However, since the Development will involve relocation of 119 HUD RAD units from an adjacent public housing site where the 119 units will serve as replacement units, the AMI unit mix for the Development is reflective of the replacement units and not consistent across each committed AMI level.
3. Based upon the estimates of the Operating Pro Forma, the amount of Deferred Developer Fee may not be paid back in 15 years. To the extent the Deferred Developer Fee is not paid by the end of year 12, the Guarantors shall be obligated to contribute to the Applicant an amount equal to the unpaid Deferred Developer Fee. As such, any risk associated with any tax credit recapture resulting from the nonpayment of any Developer Fee is assumed by the Guarantors. The Guarantors have sufficient financial capacity to make a loan to the partnership, if needed. Language documenting this payment should be present in the Limited Partnership Agreement, once drafted.

Issues and Concerns:

1. Hydrologic Associates U.S.A., Inc., ("HAI") completed a Phase I Environmental Site Assessment ("ESA") dated May 5, 2020 and a Phase II ESA dated May 15, 2020 for the Development's site (collectively, the "ESA's"). The ESA's identified Recognized Environmental Conditions ("RECs") in connection with the documented on-site soil contamination at the southwest portion of the Development's site. As a result, the Miami-Dade County Department of Regulatory and Economic Resources-Division of Environmental Resources Management ("DERM") indicated that one year of groundwater monitoring

is required, with additional soil testing and asbestos/lead-based paint surveys to be completed prior to demolition of the existing Public Housing buildings located on the Development's site.

Mitigant

HAI submitted a Soil Sampling Plan to DERM detailing the scope for further soil assessment. In its review letter, dated December 15, 2021, DERM provided guidance on conducting the additional soil assessment. HAI will mobilize to conduct the additional soil assessment and completed a groundwater evaluation in a report dated May 3, 2022.

The Applicant will furnish paperwork to AmeriNat that confirms any associated testing/surveys required by DERM have been addressed. Receipt of this paperwork is a condition precedent to loan closing.

Waiver Requests:

1. The Applicant received a six-month firm loan commitment issuance extension from July 14, 2021 to July 14, 2022 at the December 10, 2021 FHFC Board meeting.
2. The Applicant received approval to add three (3) five-bedroom units to the Development at the April 29, 2022 FHFC Board meeting.

Special Conditions:

1. Completion of the additional testing requirements noted by DERM is a condition precedent to loan closing.
2. Receipt of an executed Construction Contract is a condition precedent to loan closing.
3. Any changes to the Construction Contract as underwritten herein will require review and opinion by the construction consultant retained by AmeriNat. This is a condition precedent to loan closing.
4. Receipt of executed RAD and Section 18 PBV contracts is a condition precedent to loan closing.
5. Receipt of an executed Management Agreement is a condition precedent to loan closing.
6. Receipt of an executed P&P bond is a condition precedent to loan closing.
7. Completion of the HUD Section 3 pre-construction conference is a condition precedent to loan closing.
8. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701 u and 24CFR Part 135) is a condition precedent to loan closing.
9. Satisfactory receipt of the Affirmative Fair Housing Marketing Plan is a condition precedent to loan closing.
10. Receipt of an updated appraisal and market study that confirm the unit set-asides is a condition precedent to loan closing.

11. Confirmation of PHCD's acceptance of an extended loan term (42 years and 10 months) for the \$6,500,000 FY 2020 Surtax/SHIP/HOME loan is a condition precedent to loan closing.

12. FHFC approval of the distribution of units to satisfy the required number of ELI set-asides units.

Additional Information:

1. In accordance with RFA 2019-116, FHFC limits the Total Development Cost ("TDC") per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum TDC per unit for the construction specified by the Applicant (high-rise), inclusive of a \$7,500/unit add-on for using tax-exempt bonds per the RFA and a 8.00% weighted average upward escalation adjustment applied to the base \$475,398 per unit allowable ratified at the April 1, 2022 Telephonic FHFC Board meeting, is \$521,529.84 per unit. With a total of 239 units, the maximum TDC for the Development is therefore \$124,645,631.77 (239 units @ \$521,529.84 per unit). The TDC as underwritten equals \$101,086,235.02 or— \$422,954.96 per unit, which does not exceed the allowable amount. As such, the Development is eligible for funding as a result.
2. The United States is currently under a national emergency due to the spread of the virus known as COVID-19. The extent of the virus' impact to the overall economy is unknown. More specifically, it is unknown as to the magnitude and timeframe the residential rental market (e.g., absorption rates, vacancy rates, collection losses, appraised value, etc.) and the construction industry (e.g., construction schedules, construction costs, subcontractors, insurance, etc.) will be impacted. Recommendations made by AmeriNat in this report, in part, rely upon assumptions made by third-party reports that are unable to predict the impacts of the virus.

Recommendation:

AmeriNat recommends an MMRB issuance in the amount of \$55,160,000, a SAIL loan in the amount of \$7,000,000, an ELI loan in the amount of \$600,000, an NHTF loan in the amount of \$1,236,800, and an annual 4% HC allocation in the amount of \$4,890,093 to the Applicant for the construction and permanent phase financing of the Development.

These recommendations are based upon the assumptions detailed in the Report Summary (Section A) and Supporting Information and Schedules (Section C). In addition, these recommendations are subject to the MMRB, SAIL, ELI & NHTF Loan Special and General Closing Conditions and HC Allocation Recommendation and Contingencies (Section B). This recommendation is only valid for six months from the date of the report. The reader is cautioned to refer to these sections for complete information.

Prepared by:



George J. Repity
Senior Credit Underwriter

Reviewed by:



Tom Loulodes
Multifamily Credit Underwriting Manager

Overview

Construction Financing Sources:

Source	Lender	Applicant's Total	Applicant's Revised Total	Underwriter's Total	Interest Rate	Debt Service During Construction
FHFC - MMRB	FHFC / Wells Fargo Bank, N.A.	\$33,500,000	\$31,100,000	\$31,100,000	5.30%	\$1,648,300
Equity Bridge Loan	Wells Fargo Bank, N.A.	\$0	\$34,340,000	\$35,340,000	4.54%	\$1,604,436
FHFC - SAIL	FHFC	\$7,000,000	\$7,000,000	\$7,000,000	0.00%	\$0
FHFC - SAIL ELI	FHFC	\$600,000	\$600,000	\$600,000	0.00%	\$0
FHFC - NHTF	FHFC	\$0	\$1,236,800	\$1,236,800	0.00%	\$0
Local Government Subsidy	Miami-Dade County FY 2020 Surtax / SHIP / HOME	\$0	\$6,500,000	\$6,500,000	0.00%	\$0
Local Government Subsidy	Overtown	\$0	\$500,000	\$500,000	0.00%	\$0
Local Government Subsidy	GOB	\$0	\$3,189,857	\$3,189,856.79	0.00%	\$0
Other	PHCD	\$0	\$6,210,000	\$6,210,000	0.00%	\$0
HC Equity	Wells Fargo Community Lending and Investment	\$13,002,490	\$12,372,646	\$12,372,646		
Deferred Developer Fee	Developer	\$9,129,967	\$10,415,146	\$9,112,918.23		
Total :		\$63,232,457	\$113,464,449	\$113,162,221.02		\$3,252,736

Proposed MMRB

FHFC will issue tax-exempt MMRB in an amount up to \$55,160,000. The Bonds will pay interest only semiannually at a fixed interest rate, currently estimated to be 2.80%, assuming a Mandatory Tender Date with a 30-month term. The Bonds will mature up to 42 months following the date of issuance. Based on market conditions and the expected length of the construction period, a longer or shorter maturity may be selected provided sufficient eligible funds are deposited with the Trustee to make payment of all principal and interest on the Bonds through the earlier to occur of the maturity date or mandatory tender/redemption date. The MMRB will be a public offering underwritten by RBC and cash collateralized with the proceeds of an anticipated first mortgage construction/permanent loan and a bridge loan both from Wells Fargo. The bonds will be collateralized by a cash source at all times with funds on deposit in the Project Fund, the Collateral Fund and Capitalized Interest Account, each held and administered by the Trustee.

The annual Issuer Fee of 24 basis points ("bps") and the annual Trustee Fee of \$4,500 have been included in the "Uses of Funds" section of this report.

Proposed Construction Mortgage Loan

Per an executed term sheet (the "Term Sheet") issued by Wells Fargo Bank, N.A. ("Wells Fargo" or "Bank") dated June 1, 2021, Wells Fargo will facilitate a Federal Housing Administration ("FHA") Section 221(d)(4) loan in an amount not to exceed \$41,157,100. Based on representations of the Applicant and confirmed by Wells Fargo in an email dated April 29, 2022, a loan amount of \$31,100,000 is contemplated. The loan amount is subject to the lesser of 87% of HUD-approved costs, a 1.15x Debt Service Coverage ("DSC"), statutory mortgage limits, or the Borrower's requested loan amount. The loan, per the email referenced

above, will have an estimated rate of 4.30%. Additional terms include an interest only payment period of 20 months during construction plus a 40-year term and amortization period. AmeriNat added an underwriting cushion of 1.00% for an all-in rate of 5.30%. Additional terms include an interest only payment period of 20 months during construction plus a 40-year term and amortization period. The funds from this loan along with the Bridge loan (below) will be used as collateral for the Bonds during construction. Upon conversion to permanent financing, these funds will be used to redeem the bonds in full.

Proposed Equity Bridge Loan

Per an executed letter of intent (the "LOI") dated March 18, 2022, Wells Fargo will facilitate an equity bridge loan (the "Bridge Loan") in an amount not to exceed \$33,080,000. Per the Applicant, a total loan amount of \$35,340,000 is contemplated, which an email from Wells Fargo received on April 29, 2022 confirms. The loan will have a 28-month term from the date of construction loan closing with one six-month extension period subject to the following conditions:

- No defaults;
- The Development is Substantially Complete (in accordance with the Construction Contract) with a revised construction schedule stating that the completion date falls within the extension date;
- Permanent commitment still in place and consent from tax credit investor and all subordinate financing sources;
- Evidence satisfactory to the Bank that the Interest Reserve or Borrower's Funds requested by the Bank for the payment of interest and letter of credit fees is adequate for the extension period;
- 10 basis point extension fee calculated on the commitment amount of the loan.

The Bridge Loan will bear interest at a variable rate based on the Daily Simple Secured Overnight Financing Rate ("SOFR") plus a spread of 2.75%. Interest will be payable monthly, computed on the actual days elapsed in a 360-day year. Daily Simple SOFR will be subject to a floor of one quarter of one percent (0.25%). The current indicative rate is 3.54% based on a SOFR rate of 0.79%. AmeriNat added a 1.00% cushion to account for rate volatility for an all-in rate of 4.54%.

The bridge loan will be used to cash collateralize the Bonds during construction. The bridge loan is to be repaid at the earlier of default, maturity and/or funding of the 3rd LIHTC Capital Contribution which is due upon lien free construction completion as evidenced by construction inspection reports of approved draws. The 3rd LIHTC Capital Contribution Terms and conditions of the LIHTC Capital Contribution pay-in schedule and release requirements must be satisfactory to the Bank in all respects. The \$35,340,000 Bridge Loan is expected to be paid off with the 3rd equity installment, SAIL, ELI, and NHTF proceeds.

Proposed Second Mortgage Loan - SAIL

The Applicant applied to Florida Housing for a \$7,000,000 SAIL Program loan under RFA 2019-116 for the construction/permanent financing of the Development. The SAIL loan will have a total term of 42 years and 10 months including a 34-month construction/stabilization period and will be coterminous with the First Mortgage as permitted by Rule 67-48. The SAIL loan shall be non-amortizing with a 1.00% interest rate over the life of the loan with annual payments based upon available cash flow as determined by Florida Housing. Any unpaid interest will be deferred until cash flow is available. However, at maturity of the SAIL loan, all principal and accrued interest will be due. Annual payments of all applicable fees will be

required. SAIL loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the SAIL loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Third Mortgage: FHFC – ELI

The Applicant requested an ELI loan of \$600,000 for the construction financing of the Development. The ELI loan shall be non-amortizing with a 0% interest rate over the life of the loan with principal forgivable at maturity provided the units are targeted to ELI Households for the first 15 years of the 50-year Compliance Period. The Persons with Special Needs set-aside requirement must be maintained throughout the entire 50-year Compliance Period. The ELI loan total term will be 42 years and 10 months including a 34-month construction/stabilization period and will be coterminous with the First Mortgage. ELI loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the ELI loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Fourth Mortgage: FHFC – NHTF

Per an Invitation to Enter Credit Underwriting – At Risk dated July 14, 2020, the Applicant is eligible for an NHTF loan of up to \$1,236,800 for the construction/permanent financing of the Development. The NHTF loan shall be a non-amortizing loan with an interest rate of 0.00% per annum for a total term of 42 years and 10 months including a 34-month construction/stabilization period and will be coterminous with the First Mortgage. The principal of the loan will be forgiven at maturity provided the units for which the NHTF loan amount is awarded are targeted as NHTF Link units for the first 30 years of the 50-year Compliance Period. The NHTF loan funding will subsidize additional deep targeted units for Persons with Special Needs (NHTF Link units) at 22% of AMI. The NHTF Link units will be in addition to the requirement to set aside 50% of the total units as ELI set-aside units and the required number of Link Units for Persons with Special Needs. As such, the Development will be required to set aside four (4) units as NHTF Link units, in addition to the ELI Set-Aside units. After 30 years, all of the NHTF Link units may convert to serve residents at or below 60% of AMI; however, the Persons with Special Needs set-aside commitments must be maintained throughout the entire 50-year Compliance Period. NHTF loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the NHTF loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Fifth Mortgage Loan – Miami-Dade County FY 2020 Surtax/SHIP/HOME

The Applicant provided a conditional loan commitment (the “Commitment”) dated August 10, 2021 from the Miami-Dade County Public Housing and Community Development (“PHCD”) for FY 2020 Surtax/SHIP/HOME funds in an amount not to exceed \$6,500,000. Additionally, an extension dated March 9, 2022 was received. The loan will have a 42-year and 10-month term with 0.00% interest during construction in years 1 and 2, 1.00% interest-only payments for years 3 – 42 payable from Development cash flow, and 1.00% interest accruing and due at maturity. Full principal is due at maturity; the Commitment indicated that the terms of the loan may be modified prior to closing by the Mayor or Mayor’s designee in accordance with the results of underwriting. Confirmation of PHCD’s acceptance of the extended loan term is a condition precedent to loan closing.

Proposed Sixth Mortgage Loan – Overtown Trust Fund

The Applicant provided a commitment letter dated November 10, 2020 from PHCD for a loan not to exceed \$500,000. A draft loan commitment received April 27, 2022 outlines the terms of the non-amortizing loan, which include a 30-month construction period and a 0.00% interest rate. The loan has a 45-year permanent term with repayment due at maturity. The loan may be prepaid in part or in full at any time. Please note that the funds will flow through BAME Development Corporation of South Florida, Inc. ("BAME"). BAME is a 501(c)(3) non-profit who will receive the funds from PHCD and then lend them to the Applicant per a draft Affordable Housing Development and Grant Agreement between the two parties.

Proposed Seventh Mortgage Loan – General Obligation Bonds ("GOB")

The Applicant provided a memorandum dated November 9, 2020 wherein \$3,189,856.79 in Building Better Communities General Obligation Bond Program ("GOB") funds from PHCD would be made available for the benefit of the Development. A draft loan commitment received April 27, 2022 outlines the terms of the non-amortizing loan, which include a 30-month construction period and a 0.00% interest rate. The loan has a 45-year permanent term with repayment due at maturity. The loan may be prepaid in part or in full at any time. BAME will administer these funds as outlined above.

Proposed Eighth Mortgage Loan – PHCD

The Applicant provided a draft loan commitment (the "Commitment") received April 27, 2022 outlining a \$6,210,000 loan for the benefit of the Development. The loan, to be made by PHCD, includes a 30-month construction period and a 0.00% interest rate. The loan has a 45-year permanent term.

Additional Construction Sources of Funds

The Applicant provided an LOI dated March 18, 2022 from Wells Fargo Community Lending and Investment ("WFCLI") that outlines the terms and conditions of the purchase of the HC. An email from WFCLI received April 29, 2022 outlined revised terms. WFCLI will provide a net equity investment of \$49,000,578 in exchange for a 99.99% limited partnership ownership interest and a proportionate share of the total HC allocation estimated by WFCLI to be \$49,878,350. The HC allocation will be syndicated at a rate of approximately \$0.9825 per \$1.00 of delivered tax credits. An initial HC equity installment of \$9,888,317 be available at construction loan closing, which satisfies the 15% RFA requirement. One other installment in the amount of \$2,484,329 will be due at 50% construction completion or September 1, 2023, whichever occurs later, for a total of \$12,372,646 is payable during the construction phase of the Development.

Deferred Developer Fee

The Applicant will be required to defer \$9,112,918.23, or 57.2%, of the total developer fee during the construction phase subject to the terms outlined in Section B of this report.

Permanent Financing Sources:

Source	Lender	Applicant's Total	Applicant's Revised Total	Underwriter's Total	Interest Rate	Amortization Years	Term Years	Annual Debt Service
Regulated Mortgage Lender	Wells Fargo Bank, N.A.	\$24,380,000	\$31,100,000	\$31,100,000	4.30%	40	40	\$1,630,093
FHFC - SAIL	FHFC	\$7,000,000	\$7,000,000	\$7,000,000	1.00%	n/a	40	\$70,000
FHFC - SAIL ELI	FHFC	\$600,000	\$600,000	\$600,000	0.00%	n/a	40	\$0
FHFC - NHTF	FHFC	\$0	\$1,236,800	\$1,236,800	0.00%	n/a	40	\$0
Local Government Subsidy	Miami-Dade County FY 2020 Surtax / SHIP / HOME	\$0	\$6,500,000	\$6,500,000	1.00%	n/a	40	\$65,000
Local Government Subsidy	Overtown	\$0	\$500,000	\$500,000	0.00%	n/a	45	\$0
Local Government Subsidy	GOB	\$0	\$3,189,857	\$3,189,856.79	0.00%	n/a	45	\$0
Other	PHCD	\$0	\$6,210,000	\$6,210,000	2.66%	n/a	45	\$0
HC Equity	Wells Fargo Community Lending and Investment	\$21,670,817	\$49,000,578	\$49,000,578				
Deferred Developer Fee	Developer	\$9,129,967	\$8,127,214	\$7,824,986.23				
Total :		\$62,780,784	\$113,464,449	\$113,162,221.02				\$1,765,093

Proposed First Mortgage Loan

Per the executed Term Sheet issued by Wells Fargo dated June 1, 2021, Wells Fargo will facilitate a FHA Section 221(d)(4) loan in an amount not to exceed \$41,157,100. Based on representations of the Applicant and confirmed by Wells Fargo in an email dated April 29, 2022, a permanent loan amount of \$31,100,000 is contemplated. The loan amount is subject to the lesser of 87% of HUD-approved costs, a 1.15x DSC, statutory mortgage limits, or the Borrower's requested loan amount. Per the email referenced above, Wells Fargo indicated the loan will have a term of construction plus 40 years and an estimated rate of 4.30%. A rate of 4.30% has been assumed for underwriting purposes. Principal and interest payments will begin following the interest only period during construction, based on a 40-year term and 40 year amortization period.

Proposed Second Mortgage Loan - SAIL

The Applicant applied to Florida Housing for a \$7,000,000 SAIL Program loan under RFA 2019-116 for the construction/permanent financing of the Development. The SAIL loan will have a total term of 42 years and 10 months including a 34-month construction/stabilization period and will be concurrent with the First Mortgage as permitted per Rule 67-48. The SAIL loan shall be non-amortizing with a 1.00% interest rate over the life of the loan with annual payments based upon available cash flow as determined by Florida Housing. Any unpaid interest will be deferred until cash flow is available. However, at maturity of the SAIL loan, all principal and accrued interest will be due. Annual payments of all applicable fees will be required. Fees include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of \$909 per month, subject to a minimum of \$229 per month and an annual Compliance Monitoring Multiple Program Fee of \$993.

Proposed Third Mortgage Loan – ELI

The Applicant requested an ELI loan of \$600,000 for the permanent financing of the Development. The ELI loan shall be non-amortizing with a 0.00% interest rate over the life of the loan with principal forgivable at maturity provided the units are targeted to ELI Households for the first 15 years of the 50-year

Compliance Period. The Persons with Special Needs set-aside requirement must be maintained throughout the entire 50-year Compliance Period. The ELI loan total term will be 42 years and 10 months including a 34-month construction/stabilization period and will be coterminous with the First Mortgage. Annual payments of all applicable fees will be required. Fees include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of \$909 per month, subject to a minimum of \$229 per month and an annual Compliance Monitoring Multiple Program Fee of \$993.

Proposed Fourth Mortgage Loan – NHTF

Per an Invitation to Enter Credit Underwriting – At Risk dated July 14, 2020, the Applicant is eligible for an NHTF loan of up to \$1,236,800 for the construction/permanent financing of the Development. The NHTF loan shall be a non-amortizing loan with an interest rate of 0.00% for a total term of 42 years and 10 months including a 34-month construction/stabilization period and will be coterminous with the First Mortgage. The principal of the loan will be forgiven at maturity provided the units for which the NHTF loan amount is awarded are targeted as NHTF Link units for the first 30 years of the 50-year Compliance Period. The NHTF loan funding will subsidize additional deep targeted units for Persons with Special Needs (NHTF Link units) at 22% of AMI. The NHTF Link units will be in addition to the requirement to set aside 50% of the total units as ELI set-aside units and the required number of Link Units for Persons with Special Needs. As such, the Development will be required to set aside four (4) units as NHTF Link units, in addition to the ELI Set-Aside units. After 30 years, all of the NHTF Link units may convert to serve residents at or below 60% of AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire 50-year Compliance Period. Fees include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of \$909 per month, subject to a minimum of \$229 per month and an annual Compliance Monitoring Multiple Program Fee of \$993. NHTF loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the NHTF loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Fifth Mortgage Loan – Miami-Dade County FY 2020 Surtax/SHIP/HOME

The Applicant provided a conditional loan commitment (the “Commitment” dated August 10, 2021 from the Miami-Dade County Public Housing and Community Development (“PHCD”) for FY 2020 Surtax/SHIP/HOME funds in an amount not to exceed \$6,500,000. Additionally, an extension dated March 9, 2022 was received. The terms of the loan include a 42-year and 10-month term with 0.00% interest during construction in years 1 and 2, 1.00% interest-only payments for years 3 – 42 payable from Development cash flow, and 1.00% interest accruing and due at maturity. Full principal is due at maturity; The Commitment indicated that the terms of the loan may be modified prior to closing by the Mayor or Mayor's designee in accordance with the results of underwriting. Confirmation of PHCD's acceptance of the extended loan term is a condition precedent to Loan closing.

Proposed Sixth Mortgage Loan – Overtown Trust Fund

The Applicant provided a commitment letter dated November 10, 2020 from Miami-Dade County PHCD for a loan not to exceed \$500,000. A draft loan commitment received April 27, 2022 outlines the terms of the non-amortizing loan, which include a 30-month construction period and a 0.00% interest rate. The loan has a 45-year permanent term with repayment due at maturity. The loan may be prepaid in part or in full at any time.

Proposed Seventh Mortgage Loan – General Obligation Bonds (“GOB”)

The Applicant provided a memorandum dated November 9, 2020 wherein \$3,189,856.79 in GOB funds would be made available for the benefit of the Development. A draft loan commitment received April 27, 2022 outlines the terms of the non-amortizing loan, which include a 30-month construction period and a 0.00% interest rate. The loan has a 45-year permanent term with repayment due at maturity. The loan may be prepaid in part or in full at any time. BAME will administer these funds as outlined above.

Proposed Eighth Mortgage Loan – PHCD

The Applicant provided a draft loan commitment received on April 27, 2022 outlining a \$6,210,000 loan for the benefit of the Development. The loan, to be made by PHCD, includes a 30-month construction period and a 0.00% interest rate. The loan has a 45-year permanent term with compounded annual interest set at the long term applicable federal rate in effect for the month in which the construction financing closing occurs; the current rate is 2.66%. The loan is non-amortizing and annual interest-only payments will be based on available cash flow. All principal and accrued interest will be due the earlier of 1) the sale or refinancing of the Project or 2) at maturity.

Additional Permanent Sources of Funds

According to the LOI dated March 18, 2022 and subsequent email dated April 29, 2022, WFCL will purchase a 99.99% interest in the limited partnership at loan closing at a syndication rate of \$0.9825 per dollar of HC for a total net HC equity investment of \$49,000,578 to be paid as follows:

Capital Contributions	Amount	Percent of Total	Due upon
1st Installment	\$9,888,317	20.18%	To be contributed upon Investor's admission into the Partnership.
2nd Installment	\$2,484,329	5.07%	To be contributed upon the latter of the following: (i) 50% construction completion as verified by construction inspection report or (ii) September 1, 2023.
3rd Installment	\$34,807,581	71.04%	To be contributed upon the last to occur of the following: (i) temporary certificate of occupancy, (ii) lien free construction completion of the entire Project, substantially in accordance with the plans as certified by the Project architect and GP/MM and approved by the Investor, (iii) estimate of Eligible Basis and lease-up schedule for the entire Project, (iv) satisfaction of the 50% test for the entire Project, (v) [radon testing and environmental remediation if applicable], (vi) and executed project based rent subsidy contract(s).
4th Installment	\$1,320,351	2.69%	To be contributed upon the last to occur of the following: (i) final certificate of occupancy for 100% of the Project units, (ii) draft cost certification for the Project from the Accountant, setting forth the Eligible Basis, the total available low-income housing tax credits 42 (the "Credit"), a reconciliation to the closing budget from the GP/MM or Accountant, and the GP/MM's or Accountant's estimate of adjustments based on additional, reduced, or recaptured Credits, including all associated interest and penalties ("Credit Adjusters") (ii) receipt of as built survey, (iii) permanent loan closing/conversion, (iv) receipt of the tenant file audit from the accountants (v) the attainment of an annualized debt service coverage ratio ("DSCR") of 1.15 to 1.00 for 90 consecutive days for all "scheduled" must-pay debt payments and a projected DSCR of at least 1.15 to 1.00 in each year of the Compliance Period for the Project based on the underwriting parameters set forth in the Performance/Stabilization Obligation section of this Summary below, (vi) executed Extended Use Agreement, and (vii) disbursements of rent subsidies under the project based rent subsidy contract(s).
5th Installment	\$500,000	1.02%	To be contributed upon the last to occur of the following: (i) receipt of IRS Form(s) 8609, (ii) receipt of first year Owner's Tax Return and K1, and (iii) final cost certification from the Accountant, including a reconciliation to the closing budget from the GP/MM or Accountant.
Total:	\$49,000,578	100%	

Annual Credits Per Syndication Agreement	\$4,987,835
Total Credits Per Syndication Agreement	\$49,878,350
Calculated HC Rate:	\$0.9825
Limited Partner Ownership Percentage	99.99%
Proceeds During Construction	\$12,372,646

Please note that the email dated April 29, 2022 provided the Annual Credits Per Syndication Agreement shown above.

Deferred Developer Fee

The Applicant will be required to permanently defer \$7,824,986.23, or 49.1%, of the total developer fee after stabilization subject to the terms outlined in Section B of this report. The RFA indicates FHFC will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

Uses of Funds

CONSTRUCTION COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Demolition	\$570,000	\$0	\$349,215.00	\$1,461	\$349,215
New Rental Units	\$31,599,472.16	\$63,649,042	\$55,483,278.00	\$232,148	\$1,204,531
Recreational Amenities	\$400,000	\$0	\$0	\$0	
Constr. Contr. Costs subject to GC Fee	\$32,569,472	\$63,649,042	\$55,832,493	\$233,609	\$1,553,746
General Conditions	\$0	\$0	\$3,349,949.58	\$14,017	
Overhead	\$4,556,469.15	\$0	\$1,116,649.86	\$4,672	
Profit	\$0	\$0	\$3,349,949.58	\$14,017	
Total Construction Contract/Costs	\$37,125,941.31	\$63,649,042	\$63,649,042.02	\$266,314	\$1,553,746
Hard Cost Contingency	\$1,763,630.89	\$2,560,453	\$3,182,452.00	\$13,316	
PnP Bond paid outside Constr. Contr.	\$388,217	\$485,494	\$482,494.00	\$2,019	
Demolition paid outside Constr. Contr.	\$0	\$971,375	\$971,375.00	\$4,064	
FF&E paid outside Constr. Contr.	\$0	\$1,382,930	\$1,382,930.00	\$5,786	
Other: Art in Public Places	\$0	\$1,579,467	\$1,028,165.00	\$4,302	
Total Construction Costs:	\$39,277,789.45	\$70,628,761	\$70,696,458.02	\$295,801	\$1,553,746

Notes to Actual Construction Costs:

1. A United States Department of Housing and Urban Development ("HUD") Cost Plus Construction Contract in the amount \$63,649,042.02, Guaranteed Maximum Price, (the "Construction Contract") was provided between the Applicant and Atlantic Pacific Community Builders, LLC. The Construction Contract shows a substantial construction completion timeline of 480 days and provides for retainage of not less than 10% until the work of the contract is 50% complete, then retainage will be reduced to zero. Please note that the Construction Contract is not executed or dated, and the contract amount will be updated at closing to coincide with the schedule of values provided. Receipt of an executed Construction Contract is a condition precedent to loan closing. Additionally, any changes to the Construction Contract as underwritten herein will require review and opinion by the construction consultant retained by AmeriNat. This is a condition precedent to loan closing. A portion of the HC Ineligible Costs for New Rental Units includes washers and dryers, which is based on a 75% participation rate per the appraisal and an estimated \$800/unit cost.
2. GLE Associates, Inc. ("GLE") provided a Plan & Cost Review ("PCR"), dated March 17, 2022 for the Development. The PCR stated the overall cost to construct the Development is \$63,649,042 or \$266,313.98 per unit. It is GLE's opinion that the cost per unit is appropriate for the scope of work indicated as comparables range between \$226,223 and \$249,751 per unit. The construction progress schedule submitted for GLE's review shows a 421-day duration for substantial completion; the construction contract indicates 480 days to completion. GLE stated this time is adequate for the construction of the Development. GLE did not note any allowances as part of the Construction Contract.
3. A 5% hard cost contingency was utilized by AmeriNat and is the maximum permitted by the RFA and Rule Chapters 67-48 and 67-21.
4. General Contractor's Fee (consisting of general requirements, overhead, and profit) is based upon the schedule of values attached to the Construction Contract and does not exceed 14.00% of allowable

hard costs as per the RFA and Rule Chapters 67-21 and 67-48. The GC fee stated herein is for credit underwriting purposes only, and the final GC fee will be determined pursuant to the final cost certification process as per Rule Chapter 67-21.

5. The General Contractor will secure a Payment and Performance Bond to secure the Construction Contract and an estimate of its cost is shown outside of the Construction Contract. Receipt of an executed P&P bond is a condition precedent to loan closing.
6. FF&E Paid outside of the Construction Contract consists of the following: mock unit (\$50,000), books (\$1,000), computer/printer (\$12,500), residential FF&E (\$300,000), security (\$214,000), signage (\$50,000), furniture (\$100,000), interior design (\$33,000), gym equipment (\$50,000), scheduler (\$165,000), cleaning (\$300,000), insurance (\$64,530), and miscellaneous survey expenses (\$42,900).
7. Art in Public Places Cost is based on Section 2-11.15 of the Miami-Dade County FL Code of Ordinances, wherein Miami-Dade County and each municipality in Miami-Dade County shall provide for the acquisition of works of art equivalent in value to not less than one and one-half (1½) percent of the construction costs of new governmental buildings. Construction cost is defined to include architectural and engineering fees, site work, and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract. All construction costs shall be calculated as of the date the contract is executed.

GENERAL DEVELOPMENT COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Accounting Fees	\$40,000	\$47,000	\$47,000	\$197	\$47,000
Appraisal	\$12,000	\$0	\$7,750	\$32	
Architect's Fee - Landscape	\$0	\$0	\$205,000	\$858	
Architect's Fee - Site/Building Design	\$950,000	\$1,453,775	\$1,453,775	\$6,083	
Architect's Fee - Supervision	\$125,000	\$228,775	\$228,775	\$957	
Building Permits	\$757,604.13	\$993,941	\$993,941	\$4,159	
Builder's Risk Insurance	\$70,000	\$532,911	\$532,911	\$2,230	
Engineering Fees	\$100,000	\$30,300	\$30,300	\$127	
Environmental Report	\$18,000	\$390,500	\$390,500	\$1,634	\$260,333
FHFC Administrative Fees	\$193,125.60	\$448,906	\$440,108	\$1,841	\$440,108
FHFC Application Fee	\$3,000	\$94,368	\$3,000	\$13	\$3,000
FHFC Credit Underwriting Fee	\$29,268	\$32,016	\$30,035	\$126	\$30,035
FHFC Compliance Fee	\$307,829	\$317,458	\$317,349	\$1,328	\$317,349
Impact Fee	\$552,955.0	\$452,353	\$452,353	\$1,893	
Lender Inspection Fees / Const Admin	\$160,000	\$783,268	\$783,268	\$3,277	
Green Building Cert. (LEED, FGBC, NAHB)	\$150,000	\$0	\$51,470	\$215	
Insurance	\$169,500	\$859,263	\$859,263	\$3,595	\$429,632
Legal Fees - Organizational Costs	\$590,000	\$611,500	\$611,500	\$2,559	
Local Subsidy Underwriting Fee	\$0	\$0	\$8,500	\$36	
Market Study	\$8,000	\$0	\$6,650	\$28	\$6,650
Marketing and Advertising	\$85,000	\$100,000	\$100,000	\$418	\$100,000
Plan and Cost Review Analysis	\$0	\$0	\$5,000	\$21	
Property Taxes	\$287,479.52	\$0	\$0	\$0	
Soil Test	\$8,000	\$11,600	\$11,600	\$49	
Survey	\$40,000	\$93,600	\$93,600	\$392	
Tenant Relocation Costs	\$288,000	\$2,938,083	\$2,938,083	\$12,293	\$2,938,083
Title Insurance and Recording Fees	\$501,415	\$715,695	\$715,695	\$2,995	\$357,848
Utility Connection Fees	\$408,691.17	\$218,964	\$218,964	\$916	
Soft Cost Contingency	\$293,972.96	\$628,691	\$582,697	\$2,438	
Other: RAD	\$0	\$43,250	\$43,250	\$181	\$43,250
Other: Design	\$0	\$279,300	\$74,300	\$311	\$74,300
Total General Development Costs:	\$6,148,840.38	\$12,305,517	\$12,236,637	\$51,199	\$5,047,587

Notes to the General Development Costs:

1. AmeriNat reflects actual costs for the appraisal, market study, and plan and cost review analysis.
2. AmeriNat reflects the costs associated with the Architect's and Engineer's fees as stated in agreements between the Applicant and the professionals which were reviewed by AmeriNat.
3. FHFC Administrative Fee is based upon a fee of 9% of the annual HC allocation recommendation made herein.
4. FHFC Credit Underwriting Fee includes the MMRB Credit Underwriting Fee (\$15,359), multiple program fees for SAIL, NHTF and 4% HC (\$4,792 each), and a \$300 credit reporting fee.

5. The Compliance Fee is estimated based on 2022 Compliance Fee Calculator Spreadsheet to be paid at bond redemption/maturity. It is estimated based on 239 units set-aside for 50 years.
6. Lender Inspection Fees / Construction Admin costs are based on proposals for building envelope, threshold, and materials testing and inspections provided by the Applicant, site inspections by GLE, and construction loan administration for draw processing.
7. AmeriNat received a Consultant Agreement, dated November 11, 2021 between the Applicant and Group 14 Engineering to perform National Green Building Standard ("NGBS") Certification on the Development.
8. Tenant Relocation Costs are based on a tenant relocation plan and budget provide by the Applicant.
9. Impact Fees and Utility Connection Fees are based on a schedule and estimates provided by the Applicant.
10. A soft cost contingency of 5% has been underwritten, which is consistent with underwriting standards and may be utilized by the Applicant in the event soft costs exceed these estimates as permitted by the RFA and Rule Chapters 67-21 and 67-48.
11. RAD fees are associated with the RAD conversion process for the Development.
12. Design Fees include interior design (\$33,000), Pool design (\$28,000) Renderings (\$8,800), and Accessibility (\$4,500).
13. The remaining general development costs appear reasonable.

FINANCIAL COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Construction Loan Origination Fee	\$268,000	\$385,420	\$385,420	\$1,613	
Construction Loan Closing Costs	\$0	\$93,300	\$93,300	\$390	
Construction Loan Interest	\$4,085,001.18	\$2,408,601	\$2,426,036	\$10,151	\$1,117,658
Permanent Loan Origination Fee	\$195,040	\$0	\$0	\$0	
Permanent Loan Closing Costs	\$121,900	\$0	\$0	\$0	
Bridge Loan Commitment Fee	\$0	\$176,700	\$176,700	\$739	\$176,700
Bridge Loan Interest	\$0	\$1,025,239	\$535,689	\$2,241	\$535,689
FHFC Bond Short-Term Redemption Fee	\$0	\$0	\$71,708	\$300	\$71,708
FHFC Bond Trustee Fee	\$0	\$0	\$11,250	\$47	\$11,250
FHFC Bond Cost of Issuance	\$898,210	\$695,086	\$502,482	\$2,102	\$502,482
SAIL Commitment Fee	\$0	\$0	\$70,000	\$293	\$70,000
SAIL-ELI Commitment Fee	\$0	\$0	\$6,000	\$25	\$6,000
Misc Loan Application Fee	\$0	\$6,000	\$6,000	\$25	\$6,000
Misc Loan Underwriting Fee	\$0	\$0	\$8,000	\$33	\$8,000
Misc Loan Origination Fee	\$0	\$0	\$65,000	\$272	\$65,000
Misc Loan Closing Costs	\$134,000	\$296,389	\$155,389	\$650	\$155,389
Legal Fees - Financing Costs	\$0	\$250,000	\$250,000	\$1,046	\$250,000
Negative Arbitrage	\$0	\$138,300	\$138,300	\$579	\$138,300
Initial TEFRA Fee	\$1,000	\$0	\$1,000	\$4	\$1,000
FHA MIP (Prepayment)	\$0	\$155,500	\$155,500	\$651	\$155,500
Other: FHFC Issuer Fee (30 months)	\$0	\$0	\$330,960	\$1,385	\$330,960
Other: Lender 3rd party reports	\$0	\$41,950	\$41,950	\$176	\$41,950
Other: FHFC Firm loan Commitment Ext. Fee	\$0	\$0	\$88,368	\$370	\$88,368
Total Financial Costs:	\$5,703,151.18	\$5,672,485	\$5,519,052.00	\$23,092	\$3,731,954
Dev. Costs before Acq., Dev. Fee & Reserves	\$51,129,781.01	\$88,606,763	\$88,452,147	\$370,093	\$10,333,287

Notes to the Financial Costs

1. Financial costs were derived from the representations illustrated in the LOI's for equity and construction and permanent financing and appear reasonable to AmeriNat.
2. An interest reserve for the Construction Loan is supported by the Construction Loan terms illustrated in the LOI provided by Wells Fargo, the duration of construction referenced in the Construction Contract and the resultant calculation completed by AmeriNat through the use of a construction draw schedule provided by the Applicant.
3. An interest reserve for the Bridge Loan is supported by the Construction Loan terms illustrated in the LOI provided by Wells Fargo, the duration of construction referenced in the Construction Contract and the resultant calculation completed by AmeriNat through the use of a construction draw schedule provided by the Applicant.
4. The SAIL and ELI Commitment Fees represent 1.00% of each respective loan amount as illustrated in the RFA. The FHFC Firm Loan Commitment Extension Fee is 1.00% of the SAIL/ELI/NHTF loan amounts, respectively.

5. FHFC Bond Cost of Issuance includes fees and expenses of the Issuer, Real Estate Counsel closing costs for MMRB, SAIL, ELI, and NHTF Loans, Bond Counsel, Disclosure Counsel and other fees.
6. FHFC Bond Short-Term Redemption Fee of \$71,708 is based on 13 bps of the Bond amount for a 30-month period. If the Bonds are redeemed between 18 to 24 months, the fee will be based on 20 bps.
7. The FHFC Bond Trustee Fee represents 30 months of the Annual Trustee Fee of \$4,500 during the construction period.
8. Miscellaneous Underwriting Fee represents the Surtax underwriting fee for PHCD.
9. Miscellaneous Loan Origination Fee represents 1.00% of the total of \$6,500,000 Surtax loan in the transaction.
10. Miscellaneous Loan closing costs consist of bridge loan fees (\$70,680), and fees associated with the Overtown funds (\$6,500), GOB funds (\$41,468.14) and the Lessor Note (\$18,630).
11. The FHFC Issuer fee is estimated at \$132,384 per year (\$55,160,000 x 24 basis points) for 2.5 years.
12. The remaining Financial Costs appear reasonable.

DEVELOPER FEE ON NON-ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Developer Fee - Unapportioned	\$9,129,968	\$16,068,998	\$15,921,386	\$66,617	
Total Other Development Costs:	\$9,129,968	\$16,068,998	\$15,921,386	\$66,617	\$0

Notes to the Other Development Costs:

1. The total Developer Fee does not exceed 18.00% of the Total Development Costs exclusive of Land Costs and Reserves, which is permitted by the RFA and Rule Chapters 67-48 and 67-21.
2. Construction Period Developer Fee shall be the lesser of i) 50% of the Total Developer Fee or ii) the Total Developer Fee less the Deferred Developer Fee listed in the Sources and Uses for the construction period, as calculated by the Servicer. At closing, a maximum of 35% of the Construction Period Developer Fee may be funded. Remaining Construction Period Developer Fee will be disbursed during construction/rehabilitation on a pro rata basis, based on the percentage of completion of the development, as approved and reviewed by FHFC and Servicer.

AmeriNat estimates payable Developer Fee at closing to be \$2,382,964, the Developer's Overhead is estimated to be \$4,425,504, and the Developer's Profit is estimated to be \$1,287,932, which will be funded following 100% lien free completion. The remaining \$7,824,986 will be permanently deferred and will be paid from the Development's cash flow from operations.

LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Land	\$2,390,000	\$6,210,000	\$6,210,000	\$25,983	\$6,210,000
Total Acquisition Costs:	\$2,390,000	\$6,210,000	\$6,210,000	\$25,983	\$6,210,000

Notes to Land Acquisition Costs:

1. AmeriNat received and reviewed a draft Bifurcated Ground Lease (the "Lease") between the Applicant and Miami-Dade County ("Landlord") received on June 3, 2022. The document indicates a capitalized lease payment in the amount of \$6,210,000 is due at loan closing and that the lease has a term of 99 years ~~with~~ an annual land rent of \$20,000 per year with an escalation of 3% per year. The annual rent shall be payable out of available net cash flow (the definition of which is subject to the Limited Partnership Agreement, once drafted) within ninety (90) days following the end of the Development's fiscal year. Any portion of the Annual Rent not paid with respect to any given year shall accrue and be deferred to be paid along with the following year's Annual Rent payment or as otherwise agreed to by the Landlord and Applicant.
2. An Appraisal performed by Meridian dated May 5, 2022 identifies an "as is" market value of the real estate as of October 25, 2021 is \$6,210,000. The lower of the lease amount and appraised value was used for underwriting purposes.

RESERVE ACCOUNTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Operating Deficit Reserve (Lender)	\$0	\$1,334,688	\$1,334,688	\$5,584	\$1,334,688
Reserves - Working Capital	\$0	\$622,000	\$622,000	\$2,603	\$622,000
Other: HUD Working Capital Escrow	\$0	\$622,000	\$622,000	\$2,603	\$622,000
Total Reserve Accounts:	\$0	\$2,578,688	\$2,578,688	\$10,789	\$2,578,688

1. Operating Deficit Reserve ("ODR") is based on the requirements stated in the letter of intent from Wells Fargo and equates to approximately 12 months of debt service. The reserve is to be funded by Capital Contribution #4. At the end of the compliance period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or General Contractor Fee to exceed the applicable percentage limitations provided for in Rule Chapters 67-48 and 67-21. Any and all terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its Legal Counsel.

In exchange for receiving funding from the Corporation, the Corporation reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve's original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from the Corporation, any outstanding Corporation fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer Fee), the Development's capital replacement reserve account (provided, however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant's obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant's

organizational agreement (i.e., operating or limited partnership agreement). The actual direction of the disposition is at the Applicant's discretion so long as it is an option permitted by the Corporation. In no event, shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer Fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.

2. Working Capital Escrows: HUD requires a working capital escrow in the amount of 2.00% of the loan amount, with any unused portion released at six consecutive months of breakeven debt service coverage. For new construction transactions, an additional 2.00% working capital escrow will be required to fund potential change orders and will be released at final endorsement if not needed for that purpose.

TOTAL DEVELOPMENT COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
TOTAL DEVELOPMENT COSTS:	\$62,649,748.86	\$113,464,449	\$113,162,221.02	\$473,482	\$19,121,975

Notes to Total Development Costs:

1. Total Development Costs have increased from \$62,649,748.86 to \$113,162,221.02 for a difference of \$50,512,472.16 since the Application due to increases in construction costs, general development costs, Developer Fee, land acquisition costs, and reserve accounts.

OPERATING PRO FORMA

FINANCIAL COSTS:				Year 1	Year 1 Per Unit	
OPERATING PRO FORMA						
INCOME:	Gross Potential Rental Income			\$4,050,792	\$16,949	
	Other Income				\$0	
	Ancillary Income			\$71,700	\$300	
	Washer/Dryer Rentals			\$51,624	\$216	
	Gross Potential Income			\$4,174,116	\$17,465	
	Less:					
	Physical Vac. Loss	Percentage:	3.00%	\$125,223	\$524	
	Collection Loss	Percentage:	1.00%	\$41,741	\$175	
Total Effective Gross Income				\$4,007,152	\$16,766	
EXPENSES:	Fixed:					
	Ground Lease			\$20,000	\$84	
	Real Estate Taxes			\$626,332	\$2,621	
	Insurance			\$239,000	\$1,000	
	Variable:					
	Management Fee	Percentage:	6.00%	\$240,429	\$1,006	
	General and Administrative			\$131,450	\$550	
	Payroll Expenses			\$274,850	\$1,150	
	Utilities			\$155,350	\$650	
	Marketing and Advertising			\$11,950	\$50	
	Maintenance and Repairs/Pest Control			\$107,550	\$450	
	Grounds Maintenance and Landscaping			\$29,875	\$125	
	Contract Services			\$71,700	\$300	
	Security			\$71,700	\$300	
	Reserve for Replacements			\$71,700	\$300	
	Total Expenses				\$2,051,886	\$8,585
	Net Operating Income				\$1,955,266	\$8,181
Debt Service Payments						
First Mortgage - Wells Fargo				\$1,630,093	\$6,820	
Second Mortgage - FHFC SAIL				\$70,000	\$293	
Third Mortgage - FHFC ELI				\$0	\$0	
Fourth Mortgage - FHFC NHTF				\$0	\$0	
Fifth Mortgage - Miami-Dade FY 2020 Surtax				\$65,000	\$272	
All Other Mortgages - 6th, 7th, 8th				\$0	\$0	
First Mortgage Fees - Wells Fargo				\$0	\$0	
Second Mortgage Fees - SAIL PLS & CM				\$11,901	\$50	
Third Mortgage Fees - ELI PLS & CM				\$3,741	\$16	
Fourth Mortgage Fees - NHTF PLS & CM				\$4,085	\$17	
Fifth Mortgage Fees - Miami-Dade FY 2020 Surtax				\$0	\$0	
All Other Mortgages Fees - 6th, 7th, 8th				\$0	\$0	
Total Debt Service Payments				\$1,784,820	\$7,468	
Cash Flow after Debt Service				\$170,446	\$713	
Debt Service Coverage Ratios						
DSC - First Mortgage plus Fees				1.20x		
DSC - Second Mortgage plus Fees				1.14x		
DSC - Third Mortgage plus Fees				1.14x		
DSC - Fourth Mortgage plus Fee				1.14x		
DSC - Fifth Mortgage plus Fees				1.10x		
DSC - All Mortgages and Fees				1.10x		
Financial Ratios						
Operating Expense Ratio				51.21%		
Break-even Economic Occupancy Ratio (all debt)				92.16%		

Notes to the Operating Pro forma and Ratios:

1. MMRB does not impose rent restrictions; however, this Development will be utilizing Housing Credits in conjunction with SAIL, ELI, & NHTF which will impose rent restrictions. Under the MMRB program, the Development will set aside 40% of its total units (96 units) at or below 60% of the Area Median Income ("AMI"). Restrictions imposed by the SAIL and HC programs, the Development will set aside 15.481% of its total units (37 units) at or below 30% of AMI, as explained on page A-2 of this report. Additional restrictions imposed by SAIL and HC programs consist of 2.510% of the total units (6 units) at or below 40% of AMI, 2.092% of the total units (5 units) at or below 50% of AMI, 53.168% of the total units (127 units) at or below 60% of AMI, and 26.779% of the total units (64 units) at or below 80% of AMI. For the NHTF program, the Development will set aside 1.674% of the total units (4 units) at or below 22% of AMI. Overall, the maximum Housing Credit rents for 2021 for the Development are achievable as confirmed by the appraiser; however, the appraiser noted that properties with income restrictions are at a competitive disadvantage to properties without income restrictions when offering units for rent at similar rental rates due to the smaller potential tenant population able to afford that rent level. This condition indicates that the 80% AMI units may have difficulty maintaining stabilized occupancy at the maximum allowable rents. Utility allowances are based a HUD chart in effect for the area through July 31, 2022.

Please note that 119 units will serve as replacement units where preference will be given to the Public Housing tenants residing at the Culmer Place and Culmer Gardens public housing projects. The units are subject to an ACC with HUD and the Development's 119 Public Housing units transferred from the Culmer Place and Culmer Gardens will operate 48 units under HUD's RAD program and 71 units will be converted to Section 8 PBV under the RAD Section 18 program. Rents and utility allowances for these units shown below are based on the respective schedules for each.

The RFA states that "Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level." However, since the Development will involve relocation of 119 HUD RAD units from an adjacent public housing site where the 119 units will serve as replacement units, the AMI unit mix for the Development is reflective of the replacement units and not consistent across each committed AMI level.

A rent roll for the Development property is illustrated in the following table:

MSA (County): Miami-Fort Lauderdale-West Palm Beach (Miami-Dade)

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
1	1.0	1	408	22%			\$373	\$69	\$304	\$733		\$733	\$733	\$8,796
2	2.0	1	629	22%			\$447	\$101	\$346	\$1,739		\$1,739	\$1,739	\$20,868
3	2.0	1	783	22%			\$517	\$137	\$380	\$2,305		\$2,305	\$2,305	\$27,660
4	3.0	1	862	22%			\$576	\$162	\$414	\$2,733		\$2,733	\$2,733	\$32,796
0	1.0	9	258	30%			\$474	\$64	\$410			\$410	\$410	\$44,280
1	1.0	10	408	30%			\$508	\$69	\$439	\$733		\$733	\$733	\$87,960
2	2.0	17	629	30%			\$610	\$101	\$509	\$923		\$923	\$923	\$188,292
5	3.0	1	1,023	30%			\$868	\$207	\$661	\$3,122		\$3,122	\$3,122	\$37,464
1	1.0	2	408	40%			\$678	\$69	\$609	\$733		\$733	\$733	\$17,592
2	2.0	2	629	40%			\$814	\$101	\$713	\$923		\$923	\$923	\$22,152
3	2.0	1	783	40%			\$940	\$137	\$803	\$1,231		\$1,231	\$1,231	\$14,772
4	3.0	1	861	40%			\$1,049	\$162	\$887	\$1,478		\$1,478	\$1,478	\$17,736
3	2.0	5	782	50%			\$1,175	\$137	\$1,038	\$2,305		\$2,305	\$2,305	\$138,300
0	1.0	31	258	60%			\$949	\$64	\$885			\$885	\$885	\$329,220
1	1.0	16	408	60%			\$1,017	\$69	\$948			\$948	\$948	\$182,016
1	1.0	13	408	60%			\$1,017	\$69	\$948	\$733		\$733	\$733	\$114,348
2	2.0	1	629	60%			\$1,221	\$101	\$1,120	\$923		\$923	\$923	\$11,076
3	2.0	50	783	60%			\$1,410	\$137	\$1,273	\$2,305		\$2,305	\$2,305	\$1,383,000
4	3.0	10	862	60%			\$1,573	\$162	\$1,411	\$2,733		\$2,733	\$2,733	\$327,960
5	3.0	2	1,023	60%			\$1,736	\$207	\$1,529	\$3,122		\$3,122	\$3,122	\$74,928
0	1.0	19	258	80%			\$1,266	\$64	\$1,202			\$1,202	\$1,202	\$274,056
1	1.0	45	408	80%			\$1,357	\$69	\$1,288			\$1,288	\$1,288	\$695,520
		239	121,965											\$4,050,792

Please note that the unit sizes shown represent the average square footage for each bedroom size. The actual total square footage for the units is 121,845 as noted in the Plan and Cost Review.

- A 4.00% total economic vacancy rate (3.00% physical and 1.00% collection loss) was concluded by the appraisal and was relied upon by AmeriNat for underwriting purposes.
- Ancillary Income is comprised of income related to multifamily operations in the form of vending income, late charges, pet deposits, forfeited security deposits, etc.
- Washer/dryer rental income is based on Meridian's estimate derived from a 75% participation rate at a monthly premium of \$45.
- Per a Master Development Agreement ("MDA") with Miami-Dade County executed as of December 10, 2020, a \$20,000 ground lease payment is payable annually for the Development with a 3% escalation rate in subsequent years.
- AmeriNat utilized a real estate tax expense of \$2,621 per unit based upon the current millage rate for the municipality and an estimated assessment of \$127,400 per unit presented by the appraiser. The estimate includes a 4% early payment discount and \$9,667 in personal property taxes. The estimate also considered the income restrictions of the Development.
- AmeriNat utilized an estimate of \$1,000 per unit for insurance, which is consistent with the appraisal. The figure is consistent with insurance expenses for restricted rent comparables presented by the appraiser, which ranged from \$432 to \$707 per unit. The Development will be located in a flood zone designated "X". Zone "X" is an area outside of the 100-year flood plain. As such flood insurance is not required.

8. A draft management agreement between Atlantic Pacific Community Management, LLC and the Applicant illustrates a management fee payable in arrears equal to six percent (6.00%) of effective gross income. Up to 50% of the management fee shall be deferred to the extent necessary to reduce the amount or avoid the occurrence of an Operating Deficit (as defined in the Partnership Agreement). The term of the agreement begins upon execution and continues for one year with automatic one-year renewals thereafter, or until such time as either the Owner or Manager elects to terminate the Agreement, which election shall be in writing and shall be effective on the date which is thirty (30) days after such notice is given. The appraisal concluded a 4.50% management fee. The greater of the actual and concluded management agreement fee has been applied for the purposes of this analysis.
9. Replacement Reserves are budgeted at \$300 per unit per year, which is consistent with the RFA and Rules 67-21 and 67-48 minimum requirement.
10. The SAIL Loan has an annual Permanent Loan Servicing Fee based on 25 basis points of the outstanding loan amount, with a minimum monthly fee of \$229 and a maximum monthly fee of \$909, and an hourly fee of \$192 for extraordinary services. The annual Multiple Program Compliance Monitoring Fee is \$993.
11. The ELI Loan has an annual Permanent Loan Servicing Fee based on 25 basis points of the outstanding loan amount, with a minimum monthly fee of \$229 and a maximum monthly fee of \$909, and an hourly fee of \$192 for extraordinary services. The annual Multiple Program Compliance Monitoring Fee is \$993.
12. The NHTF Loan has an annual Permanent Loan Servicing Fee based on 25 basis points of the outstanding loan amount, with a minimum monthly fee of \$229 and a maximum monthly fee of \$909, and an hourly fee of \$192 for extraordinary services. The annual Multiple Program Monitoring Fee is \$993.
13. Based upon an estimated Net Operating Income ("NOI") of \$1,955,266 for the proposed Development's initial year of stabilized operations; the first mortgage loan can be supported by operations at a 1.20x to 1.00 Debt Service Coverage ("DSC"). The combined amount of the first mortgage loan and SAIL Loan can be supported by operations at a 1.14x to 1.00 DSC, and all debt and fees can be supported by operations at 1.10x to 1.00 DSC.
14. A 15-year Operating Pro forma attached hereto as Exhibit 1 reflects rental income increasing at an annual rate of 2% and expenses increasing at an annual rate of 3%.

Section B

**MMRB, SAIL, ELI, and NHTF Loan Special and General Loan Closing Conditions
and Contingencies**

June 9, 2022

MDC148

Special Conditions

This recommendation is contingent upon the review and approval of the following items by Florida Housing and the Servicer, at least 30 days prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the loan closing date.

1. Completion of the additional testing requirements noted by DERM.
2. Receipt of an executed Construction Contract.
3. Any changes to the Construction Contract as underwritten herein will require review and opinion by the construction consultant retained by AmeriNat.
4. Receipt of executed RAD and Section 18 PBV contracts.
5. Receipt of an executed Management Agreement.
6. Receipt of an executed P&P bond.
7. Completion of the HUD Section 3 pre-construction conference.
8. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701 u and 24CFR Part 135).
9. Satisfactory receipt of the Affirmative Fair Housing Marketing Plan.
10. Receipt of an updated appraisal and market study that confirm the unit set-asides.
11. Confirmation of PHCD's acceptance of an extended loan term of 42 years and 10 months for the FY 2020 Surtax/SHIP/HOME loan.
12. FHFC approval of the distribution of units to satisfy the required number of ELI set-aside units.
- ~~11.~~

General Conditions

This recommendation is contingent upon the review and approval of the following items by Florida Housing and the Servicer at least 30 days prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the loan closing date.

1. Borrower is to comply with any and all recommendations noted in the Plan and Cost Review prepared by GLE Associates, Inc.
2. Building permits and any other necessary approvals and permits (e.g., final site plan approval, water management district, Department of Environmental Protection, Army Corps of Engineers, Department of Transportation, etc.). An acceptable alternative to this requirement is receipt and satisfactory review of a letter from the local permitting and approval authority stating that the above

- referenced permits and approvals will be issued upon receipt of applicable fees (with no other conditions), or evidence of 100% lien-free completion, if applicable. If a letter is provided, copies of all permits will be required as a condition of the first post-closing draw.
3. Final sources and uses of funds itemized by source and line item, in a format and in amounts approved by the Servicer. A detailed calculation of the construction interest based on the final draw schedule (see below), documentation of the closing costs, and draft loan closing statement must also be provided. The final sources and uses of funds schedule will be attached to the Loan Agreements as the approved Development budget.
 4. A final construction draw schedule showing itemized sources and uses of funds for each monthly draw. SAIL, ELI, & NHTF loan proceeds shall be disbursed during the construction phase in an amount per Draw that does not exceed the ratio of the SAIL loan to the Total Development Cost, unless approved by the Credit Underwriter. The closing draw shall include appropriate backup and ACH wiring instructions.
 5. Construction Period Developer Fee shall be the lesser of i) 50% of the Total Developer Fee or ii) the Total Developer Fee less the Deferred Developer Fee listed in the Sources and Uses for the construction period, as calculated by the Servicer. At closing, a maximum of 35% of the Construction Period Developer Fee may be funded. Remaining Construction Period Developer Fee will be disbursed during construction/rehabilitation on a pro rata basis, based on the percentage of completion of the development, as approved and reviewed by FHFC and Servicer.

Once the Development has achieved 100% lien free completion and retainage has been released, the Post-Construction Period Developer Fee may be funded. Post-Construction Period Developer Fee is the remaining portion of Developer Fee less Deferred Developer Fee listed in the Sources and Uses for the permanent period, as calculated by the Servicer.

6. At all times there will be undisbursed loan funds (collectively held by Florida Housing, the first lender and any other source) sufficient to complete the Development. If at any time there are not sufficient funds to complete the Development, the Borrower will be required to expend additional equity on Development costs or to deposit additional equity with Florida Housing which is sufficient (in Florida Housing's judgment) to complete the Development before additional loan funds are disbursed. This condition specifically includes escrowing at closing all equity necessary to complete construction or another alternative acceptable to Florida Housing in its sole discretion.
7. Evidence of insurance coverage pursuant to the Request for Application ("RFA") governing this proposed transaction and, as applicable, the FHFC Insurance Guide.
8. The General Contractor shall secure a payment and performance bond equal to 100 percent of the total construction cost listing FHFC as a co-obligee, whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing. The LOC must include "evergreen"

9. Architect, Construction Consultant, and Borrower certifications on forms provided by Florida Housing will be required for both design and as-built with respect to Section 504 of the Rehabilitation Act, Americans with Disabilities Act, and the Federal Fair Housing Act requirements, as applicable.
10. A copy of the Amended and Restated Limited Partnership Agreement ("LPA") reflecting purchase of the HC under terms consistent with the assumptions contained within this Credit Underwriting Report. The LPA shall be in a form and of financial substance satisfactory to Servicer, Florida Housing, and its Legal Counsel.
11. Payment of any outstanding arrearages to the Corporation, its legal counsel, Servicer or any agent or assignee of the Corporation for past due issues applicable to the development team (Applicant or Developer or Principal, Affiliate or Financial Beneficiary, as described in Rule Chapters 67-21.0025 (5) and 67-48.0075 (5) F.A.C., of an Applicant or a Developer).
12. Final "as permitted" (signed and sealed) site plans, building plans and specifications. The geotechnical report must be bound within the final plans and specifications.
13. Satisfactory resolution of any outstanding past due and/or noncompliance items.
14. An Operating Deficit Reserve ("ODR") in the collective amount of approximately 12 months of operating expenses and debt service will be permitted within the Applicant's budget, unless the credit underwriter deems a larger reserve is necessary. The calculation of Developer Fee will be exclusive of the budgeted ODR and any ODR "proposed or required by a limited partner or other lender" in excess of the amount of the ODR deemed satisfactory by the credit underwriter will be a subset of Developer Fee. At the end of the compliance period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or General Contractor Fee to exceed the applicable percentage limitations provided for in Rule Chapters 67-48 and 67-21. Any and all terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its legal counsel.
15. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its legal counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its legal counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area and any other requirements of Florida Housing.

This recommendation is contingent upon the review and approval by Florida Housing, and its Legal Counsel at least 30 days prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the MMRB pricing date and/or SAIL,

ELI, & NHTF loan closing date. For competitive Note sales, these items must be reviewed and approved prior to issuance of the Notice of Note Sale.

1. Documentation of the legal formation and current authority to transact business in Florida for the Borrower, the general partner/principal(s)/managers(s) of the Borrower, the guarantors, and any limited partners of the Borrower.
2. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its legal counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its legal counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area and any other requirements of Florida Housing.
3. An acceptable updated Environmental Audit Report, together with a reliance letter to Florida Housing, prepared within 90 days of MMRB, SAIL, ELI, & NHTF loan closing, unless otherwise approved by Florida Housing, and Legal Counsel, based upon the particular circumstances of the transaction. Borrower is to comply with any and all recommendations noted in the updated Environmental Audit Report(s) and all other environmental reports related to the property, as deemed appropriate by Florida Housing in its sole discretion.
4. Title insurance pro-forma or commitment for title insurance with copies of all Schedule B exceptions, in the amount of the MMRB, SAIL, ELI, & NHTF loans naming Florida Housing as the insured. All endorsements required by Florida Housing shall be provided.
5. Florida Housing and its Legal Counsel shall review and approve all other lenders closing documents and the limited partnership or other applicable agreement. Florida Housing shall be satisfied in its sole discretion that all legal and program requirements for the loans have been satisfied.
6. Evidence of insurance coverage pursuant to the RFA governing this proposed transaction and, as applicable, the FHFC Insurance Guide.
7. Receipt of a legal opinion from the Borrower's Legal Counsel acceptable to Florida Housing addressing the following matters:
 - a. The legal existence and good standing of the Borrower and of any partnership or limited-liability company that is the general partner of the Borrower (the "GP") and of any corporation or partnership that is the managing general partner of the GP, and of any corporate guarantor and any manager;
 - b. Authorization, execution, and delivery by the Borrower and the guarantors, of all loan documents;
 - c. The loan documents being in full force and effect and enforceable in accordance with their terms, subject to bankruptcy and equitable principles only;
 - d. The Borrower's and the guarantor's execution, delivery and performance of the loan documents shall not result in a violation of, or conflict with, any judgments, orders, contracts, mortgages, security agreements or leases to which the Borrower is a party or to which the Development is subject to the Borrower's Partnership Agreement and;
 - e. Such other matters as Florida Housing or its Legal Counsel may require.

8. Evidence of compliance with local concurrency laws, if applicable.
9. Such other assignments, affidavits, certificates, financial statements, closing statements and other documents as may be reasonably requested by Florida Housing or its Legal Counsel in form and substance acceptable to Florida Housing or its Legal Counsel, in connection with the SAIL, ELI, & NHTF loans.
10. UCC Searches for the Borrower, its partnerships, as requested by counsel.
11. Any other reasonable conditions established by Florida Housing and its Legal Counsel.

Additional Conditions

This recommendation is also contingent upon the following additional conditions:

1. Compliance with all applicable provisions of 420.507, 420.5087 and 420.509, Florida Statutes, Rule Chapter 67-21 F.A.C, Rule Chapter 67-48 F.A.C., Rule Chapter 67-53, F.A.C., Rule Chapter 67-60, F.A.C., Section 42 I.R.C., RFA 2019-116, and any other applicable State and Federal requirements.
2. Acceptance by the Borrower and execution of all documents evidencing and securing the MMRB, SAIL, ELI, & NHTF loans in form and substance satisfactory to Florida Housing, including, but not limited to, the Promissory Note, the Loan Agreement(s), the Mortgage and Security Agreement, and the Land Use Restriction Agreement(s) and Final Cost Certificate.
3. MMRB Loan – All amounts necessary to complete construction/rehabilitation, must be deposited with the Trustee prior to closing, or any phased pay-in of amount necessary to complete construction/rehabilitation shall be contingent upon an unconditional obligation, through a Joint Funding Agreement or other mechanism acceptable to Florida Housing, of the entity providing HC Equity payments (and evidence that 100% of such amount is on deposit with such entity at loan closing) to pay, regardless of any default under any documents relating to the HC as long as the First Mortgage continues to be funded.
4. For the MMRB, Guarantors are to provide the standard FHFC Operating Deficit Guaranty. If requested in writing by the Applicant, the Servicer will consider a recommendation to release the Operating Deficit Guaranty if all conditions are met, including achievement of a 1.15 DSC on the permanent First Mortgage MMRB as determined by FHFC or the Servicer, 90 percent occupancy, and 90 percent of the gross potential rental income, net of utility allowances, if applicable, for a period equal to twelve (12) consecutive months, all certified by an independent Certified Public Accountant ("CPA") and verified by the Servicer. The calculation of the DSC shall be made by FHFC or the Servicer. Notwithstanding the above, the Operating Deficit Guaranty shall not terminate earlier than three (3) years following the final certificate of occupancy.
5. For the SAIL Loan, Guarantors are to provide the standard FHFC Operating Deficit Guaranty. If requested in writing by the Applicant, Servicer will consider a recommendation to release the Operating Deficit Guaranty if all conditions are met including achievement of a 1.15 Debt Service Coverage on the combined permanent First Mortgage MMRB and SAIL Loan as determined by FHFC or the Servicer, and 90% occupancy and 90% of Gross Potential rental income, net of utility

- allowances, if applicable, for a period equal to twelve (12) consecutive months, all certified by an independent CPA and verified by the Servicer. The calculation of the debt service coverage ratio shall be made by FHFC or the Servicer. Notwithstanding the above, the Operating Deficit Guaranty shall not terminate earlier than three years following the final certificate of occupancy.
6. If applicable, receipt and satisfactory review of Financial Statements from all Guarantors dated within 90 days of Real Estate Closing.
 7. Guarantors to provide the standard Florida Housing Construction Completion Guaranty; to be released upon lien-free completion as approved by the Servicer.
 8. Guarantors are to provide the standard Florida Housing Environmental Indemnity Guaranty.
 9. Guarantors are to provide the standard Florida Housing Guaranty of Recourse Obligations.
 10. Closing of all funding sources simultaneous with or prior to closing of the MMRB, SAIL, ELI, & NHTF loans.
 11. A mortgagee title insurance policy naming Florida Housing as the insured in the amount of the MMRB, SAIL, ELI, & NHTF loans is to be issued immediately after closing. Any exceptions to the title insurance policy must be acceptable to Florida Housing or its Legal Counsel. All endorsements that are required by Florida Housing are to be issued and the form of the title policy must be approved prior to closing.
 12. Property tax and hazard insurance escrow are to be established and maintained by the First Mortgagee, the Fiscal Agent or the Servicer. In the event the reserve account is held by the Servicer, the release of funds shall be at Florida Housing's sole discretion.
 13. Replacement Reserves funds in the amount of \$300 per unit per year are required to be deposited on a monthly basis into a designated escrow account to be maintained by the First Mortgagee/Credit Enhancer, the Trustee, or Florida Housing's loan servicing agent. However, Applicant has the option to prepay Replacement Reserves, as allowed per RFA and Rules 67-21 and 67-48, in the amount of \$71,700 (one-half the required Replacement Reserves for Years 1 and 2), in order to meet the applicable DSC loan requirements. Applicant can waive this election, if at closing of the loan(s) the required DSC is met without the need to exercise the option. It is currently estimated that Replacement Reserves will be funded from Operations in the amount of \$300 per unit per year for Years 1 and 2, followed by \$300 per unit per year thereafter. New construction developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit. The initial replacement reserve will have limitations on the ability to be drawn. The amount established as a replacement reserve shall be adjusted based on a capital needs assessment ("CNA") to be received by the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required. Beginning no later than the 10th year after the first residential building receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ("Initial Replacement Reserve Date"). A subsequent CNA is required no later than the 15th year after the Initial Replacement Reserve Date and subsequent assessments are required every five years thereafter.
 14. GLE Associates, Inc. will act as Florida Housing's inspector during the construction period.

15. A minimum of 10% retainage holdback on all construction draws until the Development is 50% complete and 5% retainage thereafter is required per the Construction Contract. Retainage will not be released until successful completion of construction and issuance of all certificates of occupancy which satisfies the RFA and Rules 67-21 and 67-48 minimum requirement.
16. Satisfactory completion of a pre-loan closing compliance audit conducted by Florida Housing or Servicer, if applicable.
17. Any other reasonable requirements of the Servicer, Florida Housing, or its Legal Counsel.

Housing Credit Allocation Recommendation

AmeriNat recommends an annual Housing Credit allocation in the amount of \$4,890,093 for the construction and permanent financing of Culmer Apartments. Please refer to Exhibit 3 - HC Allocation Calculation for further detail.

HC Contingencies

The HC allocation recommendation is contingent upon the receipt and satisfactory review of the following items by AmeriNat and FHFC. Failure to resolve these contingencies within this timeframe may result in forfeiture of the HC allocation:

1. Closing of all funding sources prior to or simultaneous with the MMRB, SAIL, ELI, & NHTF loans
2. GLE Associates, Inc. is to act as construction phase inspector for Florida Housing.
3. Purchase of the HC by the Syndicator or its assigns under terms consistent with the assumptions of this report.
4. Receipt of executed FHFC Fair Housing, Section 504 and ADA as-built certification forms 122, 127, and 129.
5. Satisfactory resolution of any outstanding past due items and/or noncompliance items.
6. Any other reasonable requirements of Florida Housing or its Servicer.

Section C

Supporting Information & Schedules

June 9, 2022

MDC157

Additional Development & Third Party Supplemental Information

Appraised Value: AmeriNat received and reviewed a satisfactory appraisal dated May 5, 2022 performed by Meridian Appraisal Group, Inc. ("Meridian"). The report was certified by Robert Von, a state certified general real estate appraiser (RZ 1604).

The report indicates a value of \$81,390,000 for the Development as completed and stabilized, including \$480,000 in personal property, based on market rents (Market Rents/Market Financing) resulting in a 38.2% first mortgage loan to value. The loan to value for the combined permanent first mortgage and the SAIL loan equates to 46.8%. The valuation assuming market financing upon completion and stabilization and restricted rents (Rent Restricted/Market Financing) based on Tax-Exempt Bonds, SAIL, Surtax, NHTF, Housing Credits, and HUD programs with RAD/RAD Section 18 PBV rents, including \$480,000 in personal property, is \$40,310,000 resulting in a 77.2% first mortgage loan to value. The loan to value for the combined permanent first mortgage and the SAIL loan equates to 94.5%.

According to the appraisal, the "As Is" market value of the vacant land is \$6,210,000. The Development is subject to a Bifurcated Ground Lease with PHCD calling for a capitalized lease payment in the amount of \$6,210,000 due at loan closing and is thus supported by the appraisal's valuation.

Market Study: AmeriNat received and reviewed a satisfactory market study of the Development prepared by Meridian dated March 7, 2022. The conclusions and findings from the market study are presented as follows:

The Development's neighborhood is a mixed-use area just northwest of Downtown Miami, with older single-family neighborhoods, established industrial uses, a large medical district nearby, and commercial/retail corridors. The area is significantly built-up. The neighborhood is one of the lower income areas in the city of Miami and Miami-Dade County, but is surrounded by higher income areas. There are necessary supporting commercial services for residential development and several employment centers are within proximity to the Development. There is some multifamily development (mostly older small projects and public housing) in the neighborhood, but demand for affordable housing in the area is high and a number of new affordable projects have been constructed in the past decade, suggesting that the subject project should continue to receive market acceptance as a multifamily location.

The apartment market within Miami-Dade County consists of a wide variety of unit types ranging from older subsidized housing, older market rate projects, newer affordable projects and new luxury market rate projects. The subject is located in the Downtown Miami submarket which is one of 16 submarkets in Miami-Dade County. The Downtown Miami submarket ^{has} the 1st largest inventory in Miami-Dade County, the 1st highest number of deliveries in the past 12 months, the 1st most units under construction, the 15th lowest (2nd highest) vacancy rates, the 1st highest average absorption rate and the 2nd

highest average effective rental rates. Demand for apartments has surged in Miami in recent quarters, pulling vacancies down steeply and allowing for considerable rent gains. Trailing 12-month net absorption of roughly 14,000 units has helped push the metro's vacancy rate down to only 3.6%. Owners are capitalizing of the improving market conditions and are raising rents at a brisk pace, with year-over-year rent growth of 15.6% far outpacing the region's pre-pandemic trend. A resurgence in demand for new apartment units in Miami's urban core has pulled vacancies down steeply in recent quarters. Vacancies in Downtown Miami are still some of the highest in the metro, due mostly to the abundance of new supply. But the rate has compressed more than 1,000 basis points from the all-time high near 20% hit in 20Q2. Overall, the Downtown Miami submarket is an established apartment location in Miami-Dade County that is currently experiencing positive growth.

The Primary Market Area ("PMA") is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data ("SAD") Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 1/3 to 3/4 of their tenants from within 10 miles. The Competitive Market Area ("CMA") is defined as those projects lying in closest proximity to the Development that are competitive with the Development property. In large markets, numerous competitive properties can be found in proximity (within two to three-mile rings) of the Development. In smaller markets, the CMA may expand beyond the PMA to capture sufficient projects. The like-kind, existing, stabilized properties within the Development's CMA, or submarket, for the purpose of determining a like-kind inventory of competitive units, consists of six properties with a total of 848 units.

There are currently an adequate number of households within the income band necessary to support demand for the Development's units, with a maximum Level of Effort of 26.0% in the five-mile ring, but lower at 25.8% in the three-mile ring and 15.0% in the PMA. The Level of Effort is relatively low to moderate due to the size of the existing and funded supply in relation to the size of the income-qualified renter households in the market. Household growth of income-qualified renter households in the Development's 10-mile ring is expected to increase by 681 households annually over the next five years. Annual growth greater than the project size is a positive demographic factor. The Capture Rates are low at 0.6%, 0.3% and 0.1% in the three, five and 10-mile market areas, respectively. A Capture Rate of 10% or less in the three-mile ring is a typical developer's benchmark that a project is appropriately sized for the market. Based on this analysis, it appears the size of the Development is appropriate, relative to the number of the income-qualified renter households in the market.

The Development's unit mix is considered good for a general population project, but includes studio and five-bedroom units which are atypical for projects targeting this demographic. The Development's average studio (452 square feet) unit size is within the range of restricted comparables contained in our files (mostly elderly projects); however, studio units are atypical for general population (family) projects and only one of the restricted comparables (452

square feet) in proximity to the Development contained studio units. The Development's average one-bedroom (603 square feet) unit size is within the range for the restricted comparables. The two-bedroom (1,003 square feet) unit size is above the range for the restricted comparables. The average three bedroom (1,218 square feet) unit size is within the range for the restricted comparables. The comparables do not have four or five-bedroom units. Overall, the Development has smaller units compared to the general population (family) restricted comparables. The Development offers typical unit features with similar quality finishes as compared to the other market rate and restricted comparables. The Development has similar project amenities compared to the competition.

In the short-term (defined as the period it takes the Development to lease to stabilized), there is a weak case for impact to the properties not located within one-half mile of the Development due to the strength of the market overall and the distance between the Development and these projects. There is a moderate case for impact on the eight existing family (Madison View, Miami River Park, Tuscan Place, Island Living, Plaza at the Lyric, and St. John Plaza) projects located within one-half mile of the subject. There is a weak case for overall short-term impact on the other two projects (elderly) in the CMA. Any impact beyond the Development's lease up would be considered long-term. Since the Miami-Dade economy and apartment market are expected to perform well over the long-term, there would be a weak case for long-term impact to all of the properties located near the Development. There are no Guarantee Fund projects located within 10 miles of the Development.

Due to the limited number of new projects coming on line at the same time and the relatively moderate size of the Development, Meridian projects that the Development will likely be at or near 100% pre-leased upon completion of construction. Since the Development will have two buildings such that one building will have units available approximately two months prior to the second building delivering units. Meridian projects that it will take a total of six months to lease the entire Development including approximately four months to lease up and get tenants moved in after the second building is completed. Therefore, Meridian estimates an average absorption rate of approximately 38 units per month to achieve stabilized occupancy.

Phase I Environmental
Report:

A Phase I ESA was performed by HAI and their assessment was compiled in a report dated May 5, 2020. The ESA was conducted in accordance with ASTM Practice E1528-13 and the Environmental Protection Agency's ("EPA") All Appropriate Inquiry Rule ("AAI Rule"). The purpose of the ESA was to identify any associated recognized environmental conditions ("RECs").

HAI's assessment revealed RECs in connection with the documented on-site soil contamination at the southwest portion of the Development site. As confirmation of the previously collected onsite groundwater testing a Phase II ESA was conducted. Based on the results of the current and historical laboratory data, Miami-Dade County Department of Regulatory and Economic Resources-Division of Environmental Resources Management ("DERM") is

requiring quarterly groundwater monitoring, asbestos testing and lead testing to be conducted as part of the redevelopment of the site. HAI has initiated the necessary regulatory interfacing with DERM regarding this requested testing and will begin the follow-up fieldwork.

**Phase II Environmental
Report:**

A Phase II ESA was performed by HAI and their assessment was compiled in a report dated May 15, 2020. The ESA was conducted in accordance with ASTM Practice E1903-11. The purpose of the Phase II ESA was to further follow up on the groundwater REC noted in the Phase I ESA.

A representative of HAI collected groundwater samples from monitor wells CPMW-3, CPMW-5 and CPMW-6 on site. The groundwater samples were collected by means of a peristaltic pump and introduced into pre-cleaned sample containers, placed on ice, and transported to Advanced Environmental Laboratories Inc. for laboratory analysis. Chain of custody documentation accompanied the sample to the laboratory. The groundwater samples collected from CPMW-3 and CPMW-6 were analyzed for volatile organic compounds via EPA Method 8260. The groundwater sample collected from CPMW-5 was analyzed for total lead via EPA Method 6010.

Based upon the results presented in the Phase II ESA, groundwater concentrations are below Groundwater Cleanup Target Levels ("GCTL"). This data confirms the results of the previously collected samples. Therefore, based upon the DERM Memorandum dated December 9, 2019, one year of groundwater monitoring is required for CPMW-5. HAI has initiated the regulatory interfacing required for this quarterly sampling. This testing can be conducted as part of the redevelopment of the site. DERM also required additional soil testing and asbestos/lead-based paint surveys as the site contains former Public Housing units. Receipt of paperwork that addresses these issues is a condition precedent to loan closing.

Soils Test Report:

NV5, Inc. ("NV5") completed a geotechnical exploration of the Development's site and compiled their findings in a report dated July 7, 2020. The report summarizes NV5's field exploration and presents their findings, conclusions, and geotechnical engineering recommendations.

The subsurface conditions were explored with seven (7) engineering test borings drilled to depths of between 25 – 50 feet below existing grade within the footprint of the proposed structures. The borings were drilled with a truck-mounted drill rig utilizing the rotary wash method. Samples of the subsurface materials were recovered at roughly 2-foot intervals within the upper 16 feet of the borings and at approximately 5-foot intervals thereafter using a Standard Penetration Test split-spoon sampler ("SPT") in substantial accordance with ASTM D-1586, "Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils. Sand and limestone fragments, limestone, and sandstone with interbedded sand layers were found at various depths based on the SPT borings detailed above.

In addition to the borings, NV5 performed also two (2) field permeability tests at 15 feet deep. The tests were performed in general accordance with the South Florida Water Management District's Usual Open Hole Procedure. Groundwater was encountered in the boring at depths of 7.7 to 10.3 feet below the existing ground surface. It should be noted that groundwater readings during drilling might not represent stabilized groundwater levels. Stabilized water levels would be best obtained by installing groundwater monitoring devices and taking readings over an extended period. Notwithstanding the variations acknowledged, NV5 anticipates that stabilized groundwater at the site will generally be encountered within the upper ten (10) or so feet of the existing ground surface elevation.

The report provides recommendations based on the testing and analysis performed for site preparation and related construction. The detailed recommendations outlined by NV5 should be incorporated into the Construction Contract.

Plan & Cost Review:

GLE provided a PCR dated March 17, 2022 for the Development. The PCR indicates the cost to construct the Development is \$63,649,042 or \$266,313.98 per unit. It is GLE's opinion that the cost per unit is appropriate for the scope of work indicated as comparables range between \$226,223 and \$244,751 per unit. The estimated value of the projected hard construction costs for the site work is \$4,291,284, or approximately \$27.86 per square foot. It is GLE's opinion that this cost per square foot is appropriate for the scope of work indicated. Individual line-item costs generally appear appropriate. The estimated value of the projected hard construction costs for the vertical construction is \$51,541,208 or approximately \$183.69 per square foot. It is GLE's opinion that this cost per square foot is on the high end of the acceptable range for the scope of work indicated. Individual line-item costs generally appear appropriate. The construction progress schedule submitted for GLE's review shows 421 days for project completion, with the construction contract indicating substantial completion in 480 days after the date of commencement of work; GLE stated this time is adequate for the construction of the Development. GLE did not note any allowances in the contract documents reviewed

GLE finds the drawings and specifications for the entire project to be satisfactory and generally define all aspects of construction details required for successful completion of the improvements. GLE noted that the Construction Contract was not signed or dated, as HUD requires Construction Contracts to be executed at the time of loan closing. As such, any changes to the Construction Contract prior to closing will require GLE's review and opinion, and this is a condition precedent to loan closing.

Features & Amenities:

The Applicant committed to provide certain Features and Amenities in accordance with the Application under RFA 2019-116. These commitments are set forth in the attached Exhibit 2. The PCR confirms the features and amenities committed to by the Applicant are in accordance with the representations made in the Application.

ADA Accessibility**Review:**

An ADA Accessibility Review was performed by GLE as part of the PCR engagement with AmeriNat. Executed Florida Housing Fair Housing, Section 504 and ADA Design Certification Forms 121, 126, and 128 certifying that the plans for the Development comply with these requirements have been received.

Site Inspection:

A site inspection of the Development was performed on January 28, 2022. The Subject's neighborhood is an older area of Miami and is heavily built-up. Employment centers in the neighborhood include local, regional and national commercial businesses, medical, and industrial users. Downtown Miami is just east of the Subject with the Downtown Core Area less than a mile southeast.

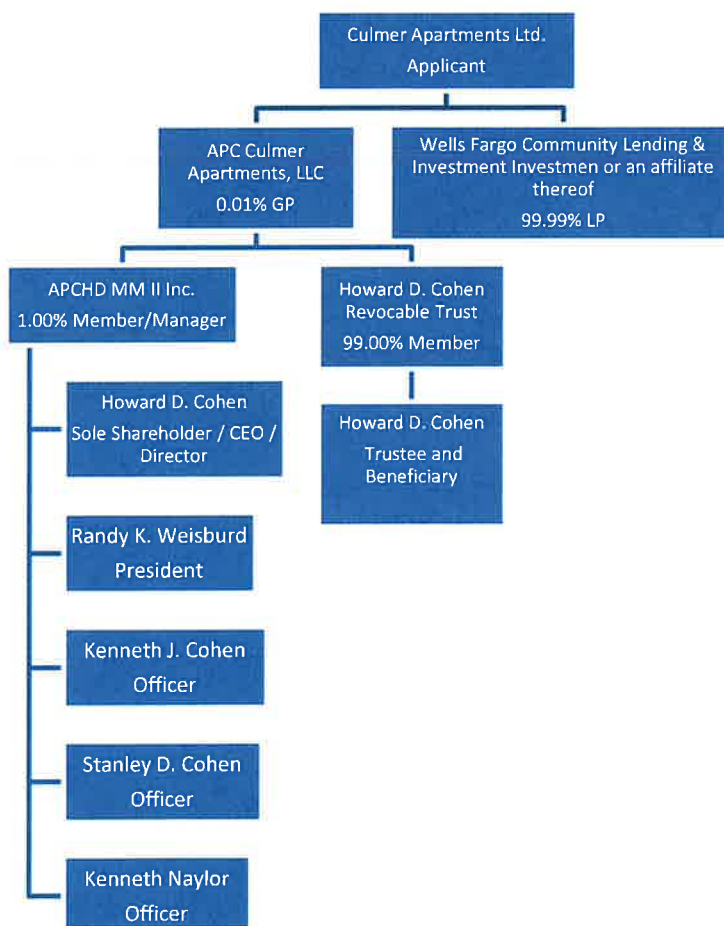
Borrower Information

Borrower Name: Culmer Apartments, Ltd.

Borrower Type: A Florida limited partnership

Ownership Structure: The Borrower is a Florida limited partnership formed December 18, 2018 to construct and operate the Development. APC Culmer Apartments, LLC ("General Partner" or "GP") is the sole managing member of the Borrower with a 0.01% ownership interest. Wells Fargo Community Lending & Investment, or an affiliate thereof, will be the 99.99% Limited Partner ("LP") of the Borrower. APCHD MM II Inc. ("APCHD") is the 1.00% member/manager of the GP. Howard D. Cohen is the Sole Shareholder, CEO, and Director of APCHD, with Randy K. Weisburd (President), Kenneth J. Cohen (Officer), Stanley D. Cohen (Officer), and Kenneth Naylor (Officer) as members. Howard D. Cohen Revocable Trust is the 99.00% member of the GP, with Howard D. Cohen as Trustee and Beneficiary.

The organizational structure of the Borrower is as follows:



Copies of the Articles of Incorporation and/or Organization and Operating Agreements have been provided on each of the pertinent ownership structures entities listed above. Certificates of Status for the pertinent involved parties have also been provided.

Contact Person(s): Kenneth Naylor
knaylor@apcompanies.com
Telephone: (305) 357-4700

Applicant Address: 161 NW 6th Street, Suite 1020
Miami, FL 33136

Federal Employer ID: 61-1913290

Experience: Culmer Apartments, Ltd. ("Applicant"): A single-asset entity created for the sole purpose of constructing and operating the Development.

APC Culmer Apartments, LLC ("GP"): An entity created to serve as the 0.01% General Partner of the Borrower.

APCHD MM II Inc. ("APCHD"): An entity formed to be the 1.00% manager/member of the GP. Howard D. Cohen is its sole shareholder/director.

Howard D. Cohen Revocable Trust (the "Trust"): The Trust is the 99.00% member of the GP, with Howard D. Cohen as its sole trustee and beneficiary.

Howard D. Cohen: Mr. Cohen is the Chief Executive Officer of Atlantic Pacific Companies and has served in this position for over 20 years. Mr. Cohen's role includes the oversight of all affiliated companies, managing the company's investments and creating strategic partnerships. Mr. Cohen previously practiced with the law firms of Ruden McClosky, P.A. and Becker & Poliakoff, P.A., as a senior real estate attorney specializing in commercial real estate, financing and lending transactions. Mr. Cohen has more than 25 years of real estate investment, real estate law and management experience.

APC Culmer Development, LLC ("Developer"): An entity created to be the Developer entity for the transaction, the experience of the Developer resides in its sole member, Atlantic Pacific Communities, LLC via their principals, Howard D. Cohen (44.5% ownership through his trust), Stanley D. Cohen (18.5% ownership through his trust), Kenneth J. Cohen (18.5% ownership through his trust), and Randy Weisburd (18.5% ownership).

Atlantic Pacific Communities, LLC ("APC"): APC is the sole member of the Developer. Howard D. Cohen, through his trust, is the majority owner of the entity. Since inception, APC has completed (or has in development) 49 affordable/workforce housing communities in Florida, Texas, California, Maryland, and Washington DC with over 6,270 units and over \$1.9 Billion in total development costs.

Credit Evaluation: APCHD is a pass through entity with no credit history. A Dun & Bradstreet Business and Information Reports ("DNBi") was requested, however no information was available.

Applicant: A DNBi dated May 9, 2022 was obtained. The composite credit appraisal reflected an acceptable credit background, with nothing adverse in the Public Records

GP: A DNBi dated May 9, 2022 was obtained. The composite credit appraisal reflected an acceptable credit background, with nothing adverse in the Public Records

Developer: A DNBi dated May 9, 2022 was obtained. The composite credit appraisal reflected an acceptable credit background, with nothing adverse in the Public Records

Trust: A DNBi dated March 18, 2022 was obtained. The composite credit appraisal reflected an acceptable credit background, with nothing adverse in the Public Records.

APC: A DNBi dated March 18, 2022 was obtained. The composite credit appraisal reflected an acceptable credit background, with nothing adverse in the Public Records.

Howard D. Cohen: An Experian Credit Profile Report was performed on Howard D. Cohen as of March 18, 2022, which showed no derogatory items. All items either have been paid satisfactory or are current.

**Banking and Trade
References:**

The Applicant, GP, APCHD (pass through entity), and the Developer are single-purpose entities that report little to no liquid assets; therefore, no banking and trade references were verified.

APC: AmeriNat received a bank statement dated December 31, 2021 reporting liquidity held by Wells Fargo Bank, N.A. that confirms deposits in an amount that are consistent with the financial statement.

Howard D. Cohen / Trust: AmeriNat received a bank statement from Wells Fargo Bank, N.A., dated December 31, 2021, that confirm deposits in the high seven figures, which is consistent with the provided financial statement. Note: All assets are held in the Trust for Howard D. Cohen.

Trade references have been received for all parties and were found to be acceptable.

Financial Statements: The Applicant, GP, APCHD (pass through entity), and Developer are newly formed entities and as such have minimal assets and liabilities and no tax return filings per letters received from a representative of the Applicant.

APC

<u>December 31, 2021</u>	<u>(Unaudited)</u>
Cash and Cash Equivalents:	\$ 1,898,467
Total Assets:	\$ 21,709,932
Total Liabilities:	\$ 288,114
Net Worth:	\$ 21,421,818

The financial information is based upon internally prepared financial statements for the period ending December 31, 2021. The company's primary asset is Cash and Developer Fee Receivable. The company's primary liability is Accounts Payable. Net Income for the same period totaled \$3.37MM. AmeriNat received 2019 and 2020 U.S. Income Tax Returns for APC and found them to be satisfactory. APC reports it does not own any real estate.

Howard D. Cohen / Howard D. Cohen Revocable Trust

<u>December 31, 2021</u>	<u>(Unaudited)</u>
Cash and Cash Equivalents:	\$ 35,353,000
Total Assets:	\$ 197,543,000
Total Liabilities:	\$ 101,417,000
Member's Equity:	\$ 96,126,000

Please note that Mr. Cohen's financial statement as presented includes the Trust.

The financial information is based upon internally prepared financial statements for the period ending December 31, 2021. Primary assets are Cash, Short Term Investments, Marketable Securities, and Investment in Properties. Primary liabilities include Liabilities in Investment Partnerships. AmeriNat reviewed the 2019 and 2020 U.S. Income Tax Returns and found them to be satisfactory.

A Schedule of Real Estate Owned, dated December 31, 2021, was provided that indicates ownership in land, retail, and multifamily properties located in California, Florida, Georgia, North Carolina, DC and Texas. The schedules reflect information reported through the period ending December 21, 2021. The Trust reports various percentage of ownership interests in 88 developments (32 affordable developments) totaling 19,528 housing units with an estimated market value of \$3.1 billion and net worth totaling \$1.1 billion.

Contingent Liabilities: AmeriNat reviewed a Statement of Financial and Credit Affairs for the Applicant, GP, APCHD, APC, and the Developer which stated they have no pending legal actions, bankruptcies, foreclosures, or unsatisfied judgments. There were no reported contingent liabilities for these entities.

Trust: AmeriNat received an executed Contingent Liability statement dated December 31, 2021 that illustrates the Trust has three outstanding contingent liabilities with a maximum exposure of approximately \$119.6MM.

Howard D. Cohen: AmeriNat received an executed Contingent Liability statement dated December 31, 2021 that illustrates Mr. Cohen has operating deficit guarantees totaling \$2.9MM, construction loan guarantees totaling \$105.3MM and permanent loan guarantees totaling \$5.2MM.

Summary:

The information provided indicates the principals have considerable relevant experience and the financial capacity to successfully rehabilitate, own, and operate the Development.

Guarantor Information

Guarantor Names: Culmer Apartments, Ltd.; APC Culmer Apartments, LLC; Atlantic Pacific Communities, LLC; APC Culmer Development, LLC; Howard D. Cohen Revocable Trust and Howard D. Cohen, individually (collectively the "Guarantors").

Contact Person(s): Kenneth Naylor
knaylor@apcompanies.com
Telephone: (305) 357-4700

Applicant Address: 161 NW 6th Street, Suite 1020
Miami, FL 33136

Nature of Guarantee: The Guarantors will sign Standard FHFC Construction Completion, Environmental Indemnity, Recourse Obligation and Operating Deficit Guaranties. The Construction Completion Guaranty will be released upon 100% lien-free completion as approved by the Servicer.

For the MMRB, Guarantors shall provide an Operating Deficit Guaranty. If requested in writing by the Applicant, the Servicer will consider a recommendation to release the Operating Deficit Guaranty if all conditions are met, including achievement of a 1.15 DSC on the permanent First Mortgage MMRB as determined by FHFC or the Servicer and 90% occupancy, and 90% of the gross potential rental income, net of utility allowances, if applicable, for a period equal to 12 consecutive months, as certified by an independent Certified Public Accountant and verified by the Servicer. The calculation of the DSC shall be made by FHFC or the Servicer. Notwithstanding the above, the Operating Deficit Guaranty shall not terminate earlier than three (3) years following the final certificate of occupancy.

For the SAIL, Guarantors are to provide the standard FHFC Operating Deficit Guaranty. If requested in writing by Applicant, the Servicer will consider a recommendation to release the Operating Deficit Guaranty if all conditions are met, including achievement of a 1.15x Debt Service Coverage ("DSC") Ratio on the combined permanent first mortgage MMRB and SAIL loan, as determined by the FHFC or Servicer and 90% occupancy and 90% of the Gross Potential Rental Income, net of Utility Allowances, if applicable, for a period of 12 consecutive months, all certified by an independent Certified Public Accountant ("CPA"), and verified by the Servicer. The calculation of the DSC Ratio shall be made by FHFC or the Servicer. Notwithstanding the above, the Operating Deficit Guaranty shall not terminate earlier than three (3) years following the final Certificate of Occupancy ("C/O").

Credit Evaluation: The credit evaluations for the Guarantors were summarized in the "Borrower Information" section of this report.

Banking References: The banking references for the Guarantors were summarized in the "Borrower Information" section of this report.

Financial Statements: The Guarantors were summarized in the "Borrower Information" section of this report.

Contingent Liabilities: The Guarantors were summarized in the "Borrower Information" section of this report.

Summary: Collectively, the person(s) and entities identified provide a financial position sufficient to serve as Guarantors to the proposed development.

Syndicator Information

Syndicator Name: Wells Fargo Community Lending & Investment, or an affiliate thereof ("WFCLI")

Type: WFCLI will have a controlling interest in the 99.99% investor limited partner

Contact Person: Neal C. Deaton
 Managing Director
 Regional LIHTC Equity Manager
 Telephone: (704) 383-9524
neal.deaton@wellsfargo.com

Address: 301 South College Street, 17th Floor
 Charlotte, NC 28288 | MAC D1053-170

Experience: Wells Fargo is a \$1.3 trillion financial services company, providing banking, insurance, trust and investments, mortgage, investment, brokerage, and consumer finance to individuals and businesses. Wells Fargo supports economic development, job creation, and affordable housing through Low-Income Housing Tax Credits, Historic Tax Credits, and New Markets Tax Credits. They provide tax credit equity and investments in affordable housing, historical properties, and commercial properties in low-income communities. Wells Fargo has a wealth of experience in affordable housing and have, directly and indirectly, been involved with or provided several billions of dollars' worth of equity and financing for affordable housing projects.

Financial Statements: The most recent audited financial statements for Wells Fargo & Company are summarized as follows:

Wells Fargo & Company

December 31, 2021 (in millions)	(Audited)
Cash and Cash Equivalents:	\$ 234,230
Total Assets:	\$ 1,948,068
Total Liabilities:	\$ 1,757,958
Total Shareholder Equity	\$ 190,110

The financial information presented is inclusive of all affiliated entities of Wells Fargo & Company and is based on the 2021 Annual Report for the company for the period ended December 31, 2021. Total revenue for the period ended December 31, 2021 was \$78.49 billion and the comprehensive income was \$19.65 billion for the same period.

Summary: WFCLI, with the support of its parent company, has the prerequisite financial capacity and experience to successfully serve as the HC syndicator and limited partner of the Applicant.

General Contractor Information

General Contractor: Atlantic Pacific Community Builders, LLC ("APCB")

Type: A Florida limited liability company

Contact Person: Joseph Roig, VP of Construction
jroig@apcommunities.com
 Telephone (305) 357-4707

Address: 161 NW 6th Street, Suite 1020
 Miami, FL 33136

Experience: APCB is part of Atlantic Pacific Companies, and has experience partnering with private institutions, non-profits, housing authorities, and faith-based organizations to build market rate and affordable apartments across the country. Previous developments include full spectrum of suburban and urban product types, including garden style, mid-rise, high-rise, and Transit Oriented Development ("TOD"). APCB also has previous experience working as HUD general contractor, completing seventeen (17) prior multifamily developments, five of which had HUD involvement, from 2013 to 2020, totaling 3,011 units. APCB has another seven (7) projects under construction totaling 880 units, and five (5) proposed buildings in a pre-construction pipeline. APCB submitted the license of Joseph Alexander Roig who is a Florida Certified General Contractor with license number CGC059835. The license is valid through August 31, 2022.

Credit Evaluation: A DNBI was obtained for APCB dated March 18, 2022. The DNBI report reflects a clear history status with no bankruptcies, judgements, liens or suits.

Banking and Trade References: AmeriNat received a bank confirming deposits in the low seven figure range. AmeriNat received satisfactory banking and trade references for APCB.

Financial Statements: AmeriNat received and reviewed financial statements, which are summarized as follows:

Atlantic Pacific Community Builders, LLC		
<u>December 31, 2020</u>		<u>(Reviewed)</u>
Cash and Cash Equivalents:	\$	3,726,173
Total Assets:	\$	18,740,097
Total Liabilities:	\$	11,270,646
Total Equity:	\$	7,469,451

The financial statements presented were audited by H & Co., LLC, CPA prepared on April 1, 2021, for FYE December 31, 2020. APCB's primary source of revenue is derived from gross profits from construction contracts which amounted to \$46,7MM through December 31, 2020, providing for a net income of \$2.68MM over the same period. Overall, the statements received a positive review and

present an acceptable financial position to serve as General Contractor for a development of this size.

Summary:

APCB has experience in the construction industry and will provide a P&P Bond equal to 100% of the total Construction Contract, which is a condition precedent to loan closing. As such, AmeriNat recommends APCB be accepted as the General Contractor.

Property Management Information

Name:	Atlantic Pacific Community Management, LLC ("APCM")
Type:	A Florida limited liability company
Contact Person:	Claudia Lopez, Director of Operations claudia@apmanagement.net Telephone (305) 357-4702
Address:	8609 South Dixie Highway Pinecrest, FL 33156
Experience:	APCM is an affiliate of Atlantic Pacific Management and offers onsite property management and full-service accounting and financial reporting. APCM was formed to provide on-site management, marketing, administrative, full-charge accounting, financial reporting, asset management evaluation, and compliance monitoring for APC's portfolio. APCM manages and performs compliance for properties with a variety of public funding sources, including: 9% and 4% Low-Income Housing Tax Credits from FHFC, Texas Department of Housing and Community Affairs, Maryland Department of Housing and Community Development, and District of Columbia Department of Housing and Community Development; local and state tax-exempt bonds; state gap financing; HUD NSP, HOME, HODAG, and NHTF loans; and operating subsidies such as RAD, Project-Based or ACC contract'. Atlantic Pacific Management's managed portfolio consists of over 21,800 multifamily units, of which nearly 19,000 are owned by APC and the balance are managed on behalf of 3rd party clients, including institutional owners.
Management Agreement:	The draft Management Agreement between APCM and the Applicant illustrates a monthly management fee of 6.00% per month of gross collections. The term of the Agreement will expire one year after the commencement date. The term shall automatically extend for successive one-year periods unless either party terminates the Agreement in accordance with the terms and conditions of the Agreement. An executed Management Agreement is a condition precedent to loan closing.
Management Plan:	According to the Management Plan, APCM will comply with all of the requirements of the applicable Regulatory Agreements, including the Land Use Restriction Agreement. The Management Plan confirms the resident programs committed to in the Application will be implemented at the development.
Summary:	APCM demonstrates sufficient experience in the management of affordable multifamily housing to serve as the Property Manager for the Development. However, the selection of APCM to manage the Development must be approved by the FHFC's Asset Management Department prior to lease-up activity pursuant to Rule Chapter 67-53, F.A.C. As the Development is proposed

to be constructed, said approval is not required at loan closing. Continued approval is subject to ongoing satisfactory performance.

Exhibit 1
Culmer Apartments
15 Year Operating Pro forma

FINANCIAL COSTS	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
OPERATING PRO FORMA															
Gross Potential Rental Income	\$4,050,792	\$4,131,808	\$4,214,444	\$4,298,733	\$4,384,706	\$4,472,402	\$4,561,850	\$4,653,087	\$4,746,148	\$4,841,071	\$4,937,899	\$5,036,651	\$5,137,384	\$5,240,131	\$5,344,934
Rent Subsidy (ODR)	\$0														
Other Income															
Ancillary Income	\$71,700	\$73,134	\$74,597	\$76,089	\$77,610	\$79,163	\$80,746	\$82,361	\$84,008	\$85,688	\$87,400	\$89,145	\$90,923	\$92,732	\$94,567
Washers/Dryer Rentals	\$51,624	\$52,656	\$53,710	\$54,784	\$55,879	\$56,997	\$58,137	\$59,300	\$60,486	\$61,695	\$62,928	\$64,186	\$65,472	\$66,781	\$68,117
Gross Potential Income	\$4,174,116	\$4,257,598	\$4,342,750	\$4,429,606	\$4,518,197	\$4,608,361	\$4,700,733	\$4,794,747	\$4,890,642	\$4,988,455	\$5,088,224	\$5,189,989	\$5,293,789	\$5,399,644	\$5,507,657
Less:															
Physical Wac. Exp. Percentage: 3.00%	\$125,223	\$127,727	\$130,283	\$132,888	\$135,545	\$138,256	\$141,021	\$143,842	\$146,719	\$149,653	\$152,645	\$155,694	\$158,803	\$161,969	\$165,199
Collection Loss Percentage: 1.00%	\$41,741	\$42,576	\$43,427	\$44,296	\$45,181	\$46,085	\$47,007	\$47,947	\$48,905	\$49,884	\$50,882	\$51,900	\$52,938	\$53,995	\$55,076
Total Effective Gross Income	\$4,007,152	\$4,087,295	\$4,169,041	\$4,252,422	\$4,337,470	\$4,424,220	\$4,512,704	\$4,602,800	\$4,694,517	\$4,787,918	\$4,883,096	\$4,980,190	\$5,079,288	\$5,180,478	\$5,283,752
Fixed:															
Ground Lease	\$70,000	\$70,600	\$71,218	\$71,855	\$72,510	\$73,185	\$73,881	\$74,597	\$75,335	\$76,095	\$76,878	\$77,685	\$78,515	\$79,371	\$80,252
Real Estate Taxes	\$676,322	\$685,322	\$694,406	\$703,584	\$712,857	\$726,090	\$737,873	\$750,096	\$762,759	\$774,861	\$787,403	\$799,485	\$811,107	\$822,369	\$833,272
Insurance	\$798,000	\$798,170	\$798,335	\$798,505	\$798,679	\$798,857	\$799,037	\$799,219	\$799,403	\$799,589	\$799,777	\$799,967	\$800,159	\$800,353	\$800,549
Variable:															
Management Fee Percentage: 6.00%	\$240,429	\$245,238	\$250,147	\$255,145	\$260,244	\$265,443	\$270,742	\$276,141	\$281,640	\$287,239	\$292,938	\$298,737	\$304,636	\$310,635	\$316,734
General and Administrative	\$131,450	\$135,394	\$139,355	\$143,336	\$147,346	\$151,387	\$155,458	\$159,560	\$163,693	\$167,857	\$172,052	\$176,278	\$180,535	\$184,823	\$189,142
Payroll Expenses	\$274,850	\$283,096	\$291,388	\$300,736	\$309,146	\$318,618	\$328,153	\$337,752	\$347,417	\$357,148	\$366,935	\$376,778	\$386,677	\$396,632	\$406,642
Utilities	\$155,800	\$160,011	\$164,181	\$168,313	\$172,408	\$176,466	\$180,488	\$184,474	\$188,424	\$192,338	\$196,216	\$200,058	\$203,864	\$207,634	\$211,368
Marketing and Advertising	\$11,950	\$12,309	\$12,678	\$13,058	\$13,450	\$13,853	\$14,269	\$14,697	\$15,138	\$15,592	\$16,060	\$16,542	\$17,038	\$17,549	\$18,075
Maintenance and Repairs/Prep Control	\$107,550	\$109,777	\$112,100	\$114,523	\$117,048	\$121,680	\$126,420	\$131,273	\$136,241	\$141,328	\$146,538	\$151,874	\$157,344	\$162,949	\$168,690
Grounds Maintenance and Landscaping	\$29,875	\$30,771	\$31,694	\$32,645	\$33,625	\$34,633	\$35,672	\$36,742	\$37,843	\$38,985	\$40,169	\$41,394	\$42,661	\$43,970	\$45,321
Contract Services	\$71,700	\$73,851	\$76,067	\$78,349	\$80,699	\$83,120	\$85,614	\$88,182	\$90,827	\$93,552	\$96,358	\$99,246	\$102,217	\$105,274	\$108,417
Security	\$71,700	\$73,851	\$76,067	\$78,349	\$80,699	\$83,120	\$85,614	\$88,182	\$90,827	\$93,552	\$96,358	\$99,246	\$102,217	\$105,274	\$108,417
Reserve for Replacements	\$71,700	\$73,851	\$76,067	\$78,349	\$80,699	\$83,120	\$85,614	\$88,182	\$90,827	\$93,552	\$96,358	\$99,246	\$102,217	\$105,274	\$108,417
Total Expenses	\$2,051,886	\$2,108,887	\$2,167,551	\$2,227,925	\$2,290,061	\$2,354,088	\$2,419,813	\$2,487,159	\$2,556,073	\$2,626,503	\$2,698,502	\$2,772,124	\$2,847,425	\$2,924,454	\$3,003,261
Net Operating Income	\$1,955,266	\$1,978,408	\$2,001,490	\$2,024,497	\$2,047,410	\$2,070,131	\$2,092,881	\$2,115,647	\$2,138,444	\$2,161,278	\$2,184,146	\$2,207,064	\$2,230,033	\$2,253,054	\$2,276,121
Debt Service Payments															
First Mortgage - Wells Fargo	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093	\$1,630,093
Second Mortgage - FHPC SAIL	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Third Mortgage - FHPC ELI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fourth Mortgage - FHPC NHTF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fifth Mortgage - Miami Dade FY 2020 Surin	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
All Other Mortgages - 6th, 7th, 8th	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
First Mortgage Fees - Wells Fargo	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Second Mortgage Fees - SAIL PLS & CM	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901	\$11,901
Third Mortgage Fees - ELI PLS & CM	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741	\$3,741
Fourth Mortgage Fees - NHTF PLS & CM	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085	\$4,085
Fifth Mortgage Fees - Miami Dade FY 2020 Surin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
All Other Mortgage Fees - 6th, 7th, 8th	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service Payments	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820	\$1,784,820
Cash Flow after Debt Service	\$170,446	\$193,587	\$216,670	\$239,677	\$262,590	\$285,311	\$308,061	\$330,827	\$353,624	\$376,458	\$399,329	\$422,238	\$445,185	\$468,169	\$491,191
Debt Service Coverage Ratios															
OSC - First Mortgage plus Fees	1.20x	1.21x	1.22x	1.24x	1.26x	1.27x	1.28x	1.30x	1.31x	1.33x	1.34x	1.35x	1.36x	1.37x	1.38x
OSC - Second Mortgage plus Fees	1.34x	1.36x	1.37x	1.38x	1.39x	1.40x	1.41x	1.42x	1.44x	1.45x	1.46x	1.47x	1.48x	1.49x	1.50x
OSC - Third Mortgage plus Fees	1.14x	1.15x	1.17x	1.18x	1.19x	1.20x	1.21x	1.22x	1.23x	1.24x	1.25x	1.26x	1.27x	1.28x	1.29x
OSC - Fourth Mortgage plus Fees	1.14x	1.15x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x	1.16x
OSC - Fifth Mortgage plus Fees	1.10x	1.11x	1.12x	1.13x	1.15x	1.16x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x
OSC - All Mortgages and Fees	1.10x	1.11x	1.12x	1.13x	1.15x	1.16x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x	1.17x
Financial Ratios															
Operating Expense Ratio	51.21%	51.60%	51.89%	52.38%	52.80%	53.21%	53.61%	54.04%	54.47%	54.90%	55.33%	55.76%	56.19%	56.61%	57.04%
Break-even Economic Occupancy Ratio (all debt)	82.18%	81.89%	81.25%	80.83%	80.43%	80.05%	79.69%	79.35%	79.02%	78.70%	78.38%	78.06%	77.74%	77.42%	77.10%

June 9, 2022

Culmer Apartments
RFA 2019-116 (2020-435BSN / 2019-572C)
DESCRIPTION OF FEATURES AND AMENITIES

The Development will consist of:

239 Units located in 2 High-Rise residential buildings

Unit Mix:

Fifty-nine (59) zero bedroom/one bath units;

Eight-seven (87) one bedroom/one bath units;

Twenty-one (21) two bedroom/one bath units;

Fifty-seven (57) three bedroom/two bath units;

Twelve (12) four bedroom/three bath units

Three (3) five bedroom/two bath units

239 Total Units

- A.** All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F of the RFA. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

The Development must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations, and rules: The Federal Fair Housing Act as implemented by 24 CFR 100, Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S., Section 504 of the Rehabilitation Act of 1973, and Titles II and III of the Americans with Disabilities Act ("ADA") of 1990 as implemented by 28 CFR 35.

All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.

- B.** The Development must provide the following General Features:
1. Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;

2. Termite prevention;
 3. Pest control;
 4. Window covering for each window and glass door inside each unit;
 5. Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
 6. Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
 - There must be a minimum of one (1) Energy Star certified washer and one (1) Energy Star certified dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Developments' units by 15, and then round the equation's total up to the nearest whole number;
 - At least one washing machine and one dryer shall be front loading;
 - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
 7. At least two full bathrooms in all 3 bedroom or larger new construction units;
 8. Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units;
 9. All Family Demographic Developments must provide a full-size range and oven in all units.
- C. Required Accessibility Features, regardless of the age of the Development:
- Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.
- D. The Development must provide the following Accessibility Features in all units:
1. Primary entrance door on an accessible route shall have a threshold with no more than a ½-inch rise;

2. All door handles on primary entrance door and interior doors must have lever handles;
 3. Lever handles on all bathroom faucets and kitchen sink faucets;
 4. Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
 5. Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.
- E. All Family Demographic Developments must provide reinforced walls for future installation of horizontal grab bars in place around each tub/shower and toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design.

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

F. Green Building Features required in all Developments:

All new construction units must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to not be appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of the RFA:

- a. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- b. Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
 - i. Toilets: 1.28 gallons/flush or less
 - ii. Urinals: 0.5 gallons/flush,
 - iii. Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
 - iv. Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- c. Energy Star certified refrigerator;
- d. Energy Star certified dishwasher;
- e. Energy Star certified ventilation fan in all bathrooms;

- f. Water heater minimum efficiency specifications:
 - Residential Electric:
 - i. Up to 55 gallons = .95 EF or .92 UEF; or
 - ii. More than 55 gallons = Energy Star certified; or
 - iii. Tankless = Energy Star certified;
 - Residential Gas (storage or tankless/instantaneous): Energy Star certified
 - Commercial Gas Water Heater: Energy Star certified;
- g. Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- h. Air Conditioning (in-unit or commercial):
 - i. Air-Source Heat Pumps – Energy Star certified:
 - a. ≥8.5 HSPF/ ≥15 SEER/ ≥12.5 EER for split systems
 - b. ≥8.2 HSPF/ ≥15 SEER/ ≥12 EER for single package equipment including gas/electric package units
 - ii. Central Air Conditioners – Energy Star certified:
 - a. ≥15 SEER/ ≥12.5 EER* for split systems
 - b. ≥15 SEER/ ≥12 EER* for single package equipment including gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units;

In addition to the required Green Building Features outlined above, proposed Developments with a Development Category of New Construction or Redevelopment, with or without acquisition, must commit to achieve one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED); or

_____ Florida Green Building Coalition (FGBC); or

 X ICC 700 National Green Building Standard (NGBS); or

_____ Enterprise Green Communities.

G. The Applicant must provide the following Resident Programs:

The quality of the Resident Programs committed to by the Applicant is subject to approval of the Board of Directors. The availability of the Resident Programs must be publicized on an ongoing basis such as through community newsletters, bulletin board posts, or flyers.

1. Employment Assistance Program

The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for

getting, keeping, and doing well in a job. The instruction must be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

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

If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction.

2. Financial Management Program

The Applicant or its Management Company shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. If the Development consists of Scattered Sites, the Resident Program must be held on the Scattered Site with the most units. Residents residing at the other sites of a Scattered Site Development must be offered transportation, at no cost to them, to the classes. The topic areas must include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning & savings options including preparing a will and estate planning; and
- Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Different topic areas must be selected for each session, and no topic area may be repeated consecutively.

3. Adult Literacy

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education. Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

HC Allocation Calculation

Section I – Qualified Basis Calculation

Total Development Cost	\$113,162,221
Less Land Costs	\$6,210,000
Less Other Ineligible Costs	\$12,911,975
Total Eligible Basis	\$94,040,246
Applicable Fraction	100%
DDA/QCT Basis Credit, if applicable	130%
Qualified Basis	\$122,252,319
Housing Credit Percentage (Federal allocation)	4.00%
Annual Housing Credit Allocation	\$4,890,093

Notes to the Eligible Basis Calculation:

1. "Other Ineligible Costs" include, but are not limited to, demolition, a portion of new rental units, site work, accounting fees, environmental report, legal fees, market study, Florida Housing compliance, administrative, application, and underwriting fees, title insurance/recording fees, marketing/advertising fees, title insurance and recording fee, tenant relocation fees, survey, various fees associated with the SAIL, ELI, and NHTF funding, a portion of construction loan interest, permanent loan related costs, cost of issuance related costs, and reserves.
2. The Development is 100% set-aside; therefore, the applicable fraction is 100%.
3. Per the Application, the Development is located in a QCT (36.01), with Scattered Sites located in QCT 34.00; therefore, a 130% basis credit was applied.
4. Per the FY 2021 Omnibus Consolidated Appropriations Act passed by Congress as of December 21, 2020, a permanent 4% minimum HC rate was established. For purposes of this report, a HC percentage of 4.00% has therefore been applied.

Section II - Gap Calculation

Total Development Cost (including land and ineligible costs)	\$113,162,221
Less Mortgages	\$56,336,657
Equity Gap	\$56,825,564
HC Percentage to Investment Partnership	99.99%
HC Syndication Pricing	\$0.9825
HC Required to meet Equity Gap	\$57,843,509
Annual HC Required	\$5,784,351

Notes to the Gap Calculation:

1. Mortgages include a first mortgage from Wells Fargo/FMAC; second, third and fourth mortgages of SAIL, ELI, and NHTF funds to be provided by FHFC; fifth and sixth mortgages to be provided by BAME; a seventh mortgage to be provided by Miami-Dade County; and an eighth mortgage provided by PHCD.

2. The HC Syndication Pricing and Percentage to the Investment Partnership are based upon the LOI from WFCLI dated July 30, 2021. Please note that the actual HC Syndication Pricing is \$0.98249999344

Section III - Summary

HC Per Qualified Basis	\$4,890,093
HC Per GAP Calculation	\$5,784,351
Annual HC Recommended	\$4,890,093
HC Proceeds Recommended	\$48,040,359

Notes to the Summary:

1. The Annual HC recommended is based upon the lesser of the Qualified Basis or Gap Calculation; therefore, the Qualified Basis Calculation amount applies.

Section IV – Tax Credit 50% Test

Total DEPRECIABLE Cost	\$94,040,246
Plus: Land Cost	\$6,210,000
Equals Aggregate Basis	\$100,250,246
Tax Exempt Bond Amount	\$55,160,000
Tax Exempt Proceeds Used for Building and Land	\$55,160,000
Tax Exempt Proceeds as a Percentage of Aggregate Basis	55.02%

Notes to the Tax Credit 50% Test:

1. Based upon this analysis, the 50% Test is satisfactory.

COMPLETENESS AND ISSUES CHECKLIST

DEVELOPMENT NAME: Culmer Apartments

DATE: June 9, 2022

In accordance with the applicable Program Rule(s), the Applicant is required to submit the information required to evaluate, complete, and determine its sufficiency in satisfying the requirements for Credit Underwriting to the Credit Underwriter in accordance with the schedule established by FHFC. The following items must be satisfactorily addressed. "Satisfactorily" means that the Credit Underwriter has received assurances from third parties unrelated to the Applicant that the transaction can close within the allowed timeframe. Unsatisfactory items, if any, are noted below and in the "Issues and Concerns" section of the Executive Summary.

FINAL REVIEW REQUIRED ITEMS:	STATUS	NOTE
	Satis. / Unsatis.	
1. The development's final "as submitted for permitting" plans and specifications. Note: Final "signed, sealed, and approved for construction" plans and specifications will be required thirty days before closing.	Satis.	
2. Final site plan and/or status of site plan approval.	Satis.	
3. Permit Status.	Satis.	
4. Pre-construction analysis ("PCA").	Satis.	
5. Survey.	Satis.	
6. Complete, thorough soil test reports.	Satis.	
7. Full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice.	Satis.	
8. Market Study separate from the Appraisal.	Satis.	
9. Environmental Site Assessment – Phase I and/or the Phase II if applicable (If Phase I and/or II disclosed environmental problems requiring remediation, a plan, including time frame and cost, for the remediation is required). If the report is not dated within one year of the application date, an update from the assessor must be provided indicating the current environmental status.	Unsatis.	1
10. Audited financial statements for the most recent fiscal year ended or acceptable alternative as stated in Rule for credit enhancers, applicant, general partner, principals, guarantors, and general contractor.	Satis.	
11. Resumes and experience of applicant, general contractor, and management agent.	Satis.	
12. Credit authorizations; verifications of deposits and mortgage loans.	Satis.	
13. Management Agreement and Management Plan.	Unsatis.	5
14. Firm commitment from the credit enhancer or private placement purchaser, if any.	N/A	
15. Firm commitment letter from the syndicator, if any.	Satis.	
16. Firm commitment letter(s) for any other financing sources.	Satis.	
17. Updated sources and uses of funds.	Satis.	
18. Draft construction draw schedule showing sources of funds during each month of the construction and lease-up period.	Satis.	
19. Fifteen-year income, expense, and occupancy projection.	Satis.	

COMPLETENESS AND ISSUES CHECKLIST

FINAL REVIEW	STATUS	NOTE
REQUIRED ITEMS:	Satis. / Unsatis.	
20. Executed general construction contract with "not to exceed" costs.	Unsatis.	2, 3
21. HC ONLY: 15% of the total equity to be provided prior to or simultaneously with the closing of the construction financing.	Satis	
22. Any additional items required by the Credit Underwriter.	Unsatis.	4, 6, 7, 8, 9, 10,11, 12, 13

NOTES AND DEVELOPER RESPONSES:

1. Completion of the additional testing requirements noted by DERM is a condition precedent to loan closing.
2. Receipt of an executed Construction Contract is a condition precedent to loan closing.
3. Any changes to the Construction Contract as underwritten herein will require review and opinion by the construction consultant retained by AmeriNat. This is a condition precedent to loan closing.
4. Receipt of executed RAD and Section 18 PBV contracts is a condition precedent to loan closing.
5. Receipt of an executed Management Agreement is a condition precedent to loan closing.
6. Receipt of an executed P&P bond is a condition precedent to loan closing.
7. Completion of the HUD Section 3 pre-construction conference is a condition precedent to loan closing.
8. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701 u and 24CFR Part 135) is a condition precedent to loan closing.
9. Satisfactory receipt of the Affirmative Fair Housing Marketing Plan is a condition precedent to loan closing.
10. Receipt of an updated appraisal and market study that confirm the unit set-asides is a condition precedent to loan closing.
11. Confirmation of PHCD's acceptance of an extended loan term of 42 years and 10 months for the FY 2020 Surtax/SHIP/HOME is a condition precedent to loan closing.
12. Receipt of HUD approval of the TSP is a condition precedent to the finalization of the CUR.
13. FHFC approval of the distribution of units to satisfy the required number of ELI set-aside units.

COMPLETENESS AND ISSUES CHECKLIST

| 12.

MULTIFAMILY BONDS

Consent

C. Request Approval of the Credit Underwriting Update Letter and Amended Authorizing Resolutions for Culmer Apartments (RFA 2019-116 / 2020-435BSN / 2019-572C / 2022 CHIRP ITP)

Development Name: Culmer Apartments	Location: Miami-Dade County
Applicant/Borrower: Culmer Apartments, Ltd.	Set-Aside(s): 40% @ 60% AMI (MMRB) 53.138% @ 60% AMI (SAIL & 4% HC) 26.778% @ 80% AMI (SAIL & 4% HC) 15.481% @ 30% AMI (SAIL, ELI & 4% HC) 2.510% @ 40% AMI (SAIL & 4% HC) 2.092% @ 50% AMI (SAIL & 4% HC) 1.674% @ 22% AMI (NHTF)
Developer/Principal: APC Culmer Development, LLC / Kenneth Naylor	Demographic/Number of Units: Family / 239
Requested Amounts: \$58,970,000 Multifamily Mortgage Revenue Bonds (MMRB) \$7,000,000 State Apartment Incentive Loan (SAIL) \$4,300,000 Construction Housing Inflation Response Program (CHIRP) Additional Loan Funding \$600,000 Extremely Low Income (ELI) \$1,236,800 National Housing Trust Fund Loan Program (NHTF) \$5,194,449 Housing Credits (4% HC)	Development Category/Type: New Construction / Highrise

1. Background/Present Situation

- a) On November 6, 2019, Florida Housing issued a Request for Applications (RFA) 2019-116 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
- b) Staff issued a preliminary commitment letter and invitation to enter credit underwriting to the Applicant on July 14, 2020. The acceptance was acknowledged on July 14, 2020.
- c) On August 5, 2022, the Board approved the credit underwriting report and directed staff to proceed with closing activities.
- d) On May 9, 2022, Florida Housing issued the 2022 Construction Housing Inflation Response Program (CHIRP) Invitation to Participate (ITP). Staff received a CHIRP ITP Application from the Applicant on July 5, 2022 requesting additional SAIL funds.
- e) On July 27, 2022, staff received correspondence from the Borrower requesting to increase the MMRB amount from the previous approved amount of \$55,160,000 to \$58,970,000 due to increased development cost.

MULTIFAMILY BONDS

Consent

- f) On September 8, 2022, staff received a credit underwriting update letter with a positive recommendation for approval of the proposed increases to MMRB and SAIL funding amounts (Exhibit D). Staff has reviewed this report and finds that the Development meets all requirements of the RFA and CHIRP ITP.
- g) Staff reviewed the amended authorizing resolutions (Exhibit E) authorizing the sale and issuance of Multifamily Mortgage Revenue Bonds to finance this affordable housing Development within the State of Florida. Staff requests approval for the execution of the resolutions.

2. **Recommendation**

- a) Approve the credit underwriting update letter and amended authorizing resolutions, and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.



September 8, 2022

Mr. Tim Kennedy
Multifamily Loans and Bonds Director
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301

RE: Culmer Apartments ("Development") – Multifamily Mortgage Revenue Bonds ("MMRB or "Bonds") / State Apartment Incentive Loan ("SAIL") RFA 2019-116 (2020-435BSN) / 4% Non-Competitive Housing Credits ("HC") 2019-572C / Invitation to Participate ("ITP") 2022-Construction Housing Inflation Response Program ("CHIRP")

Credit Underwriting Report Update Letter ("CUR Update Letter") – Changes to the Final Credit Underwriting Report dated June 9, 2022 ("Final CUR") to include a SAIL CHIRP loan, increases to the MMRB issuance and recommended annual allocation of 4% HC for the Development, and removal of a Guarantor

Dear Mr. Kennedy:

AmeriNat® ("AmeriNat" or "Servicer") is in receipt of correspondence dated July 8, 2022 from Florida Housing Finance Corporation ("FHFC", "Florida Housing", or "Corporation") indicating receipt of the ITP for 2022 SAIL CHIRP Application and Acknowledgment to Culmer Apartments, Ltd. (the "Borrower" or "Applicant") for the Development sized by AmeriNat in the amount of \$4,300,000. In addition, the Applicant has requested an increase in MMRB from \$55,160,000 to \$58,970,000. There is also a corresponding increase to the recommended annual 4% HC Allocation from \$4,890,093 to \$5,194,449 for the Development. In addition, the Applicant requested the removal of a Guarantor, Atlantic Pacific Communities, LLC, from the transaction via a letter to FHFC dated August 26, 2022.

On behalf of Florida Housing, AmeriNat has performed certain due diligence and formulated a recommendation and closing conditions which are contained at the end of the CUR Update Letter. For the purposes of this analysis, AmeriNat has reviewed the following:

1. Final CUR dated June 9, 2022
2. Request to FHFC for an increase in the allocation of MMRB proceeds dated July 27, 2022 & FHFC staff approval dated July 29, 2022
3. Request to FHFC to remove Atlantic Pacific Communities, LLC as a Guarantor dated August 26, 2022
4. Updated Sources & Uses received July 26, 2022
5. Revised Schedule of Values ("SOV") dated July 26, 2022
6. Exhibit A to ITP for 2022 CHIRP Application and Acknowledgment
7. Correspondence dated July 27, 2022 from Wells Fargo Bank, N.A. ("Wells Fargo") for construction and permanent financing
8. A letter of intent ("LOI") dated August 2, 2022 from Wells Fargo Community Lending and Investment ("WFCLI") for Wells Fargo to provide an equity bridge loan

(866) 725-9744 • (813) 282-4800 • 5300 W. Cypress St., Suite #261, Tampa, FL 33607 • www.amerinatls.com

Over 40 Years of Industry-Leading Experience

MDC189

September 8, 2022
Mr. Tim Kennedy
Culmer Apartments
Page 2 of 24

9. Correspondence dated July 22, 2022, from WFCL for HC equity
10. Plan & Cost Review, dated July 22, 2022, provided by GLE Associates, Inc. ("GLE")
11. Request for Applications ("RFA") 2019-116
12. Rule Chapters 67-21 and 67-48 F.A.C

Transaction Summary:

PERMANENT FINANCING INFORMATION						
	1st Source	2nd Source	3rd Source	4th Source	5th Source	Other
Lien Position	1	2	3	4	5	6, 7, 8
Lender/Grantor	FHFC / Wells Fargo Bank, N.A.	FHFC - SAIL / CHIRP SAIL	FHFC- ELI	FHFC - NHTF	Miami-Dade County FY 2020 Surtax / SHIP / HOME	BAME / BAME / PHCD
Amount	\$27,130,000	\$7,000,000 / \$4,300,000	\$600,000	\$1,236,800	\$6,500,000	\$500,000 / \$3,189,856.79 / \$6,210,000
Underwritten Interest Rate	5.00%	1.00% / 1.00%	0.00%	0.00%	1.00%	0% / 0% / 2.66%
All In Interest Rate	5.00%	1.00% / 1.00%	0.00%	0.00%	1.00%	0% / 0% / 0%
Loan Term	40	40 / 40	40	40	40	45 / 45 / 45
Amortization	40	n/a / n/a	n/a	n/a	n/a	n/a
Market Rate/Market Financing LTV	33.3%	41.9% / 47.2%	48.0%	49.5%	57.5%	57.7% / 61.6% / 69.2%
Restricted Market Financing LTV	67.3%	84.7% / 95.3%	96.8%	99.9%	116.0%	116.4% / 124.4% / 139.8%
Loan to Cost - Cumulative	24.0%	28.1% / 34.0%	34.5%	35.6%	41.3%	41.7% / 44.5% / 50.1%
Loan to Cost - SAIL Only		5.8% / 9.3%				
Debt Service Coverage	1.25	1.15	1.15	1.15	1.11	1.11
Operating Deficit & Debt Service Reserves	\$1,335,240					
# of Months covered by the Reserves	4.2					

Deferred Developer Fee	\$12,337,041.21
As-Is Land Value	\$6,210,000
Market Rent/Market Financing Stabilized Value	\$81,390,000
Rent Restricted Market Financing Stabilized Value	\$40,310,000
Projected Net Operating Income (NOI) - Year 1	\$1,955,266
Projected Net Operating Income (NOI) - 15 Year	\$2,255,452
Year 15 Pro Forma Income Escalation Rate	2.00%
Year 15 Pro Forma Expense Escalation Rate	3.00%
Bond Structure	Public Offering
Housing Credit (HC) Syndication Price	\$0.9825
HC Annual Allocation - Qualified in CUR	\$5,194,449
HC Annual Allocation - Equity Letter of Interest	\$5,346,195

This Instrument Was Prepared By:
Record and Return to:
Miami-Dade County
Public Housing and Community Development
701 NW 1st Court, Suite 1400
Miami, Florida 33136
Attention: Clarence D. Brown, Interim Director

RENTAL REGULATORY AGREEMENT
AMONG
MIAMI-DADE COUNTY,
BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC.
and
CULMER APARTMENTS, LTD.

This Rental Regulatory Agreement (the "**Agreement**") is by and between Miami-Dade County, a political subdivision of the State of Florida (the "**County**" or "**Miami-Dade County**"), through its Board of County Commissioners (the "**Board**"), BAME Development Corporation of South Florida, Inc., a Florida not-for-profit corporation ("**Grantee**"), with offices at 245 NW 8th Street, Miami, FL 33136; and Culmer Apartments, Ltd., a Florida limited partnership with offices at 3 Miami Central, 161 NW 6th Street, Suite 1020, Miami, FL 33136 ("**Project Owner**") :

WHEREAS, pursuant to Resolution No. R-1148-20, adopted on November 13, 2020 (the "**Allocation Resolution**"), the Board approved the allocation of \$3,189,856.79 of Building Better Communities General Obligation Bond ("**BBC GOB**") from Project No. 386 titled "Redevelopment of Culmer Place and Culmer Gardens" to the demolition of existing buildings at the public housing developments currently known as Culmer Place and Culmer Gardens located in the City of Miami, within County Commission District 3, at Culmer Place, which contains approximately 13.6 acres and is bounded by NW 10th Street, NW 8th Street, NW 7th Avenue, and NW 5th Avenue, and Culmer Gardens, which contains approximately 6.6 acres and is bounded by NW 6th Street, NW 5th Street, NW 6th Avenue and NW 4th Avenue, and the redevelopment thereon in several phases of a mixed-income mixed-use development that will include the one-for-one replacement of the 226 existing public housing units and the creation of additional affordable and workforce housing units (the "**Overall Project**"); and

WHEREAS, a Master Development Agreement between the County and Culmer Holdings, LLC, a Florida limited liability company (the "**Master Developer**") dated as of December 10, 2020 and amended as of _____, 2023 (inclusive of, and giving effect to, all amendments to date or hereafter, including any estoppel agreement executed in connection with

execution of the Project Lease as defined below, the “**MDA**”) was signed for the development of the Overall Project; and

WHEREAS, the County and Culmer Apartments, Ltd., a Florida limited partnership whose sole general partner is controlled by, or under common control with, the Master Developer (“**Project Owner**”) are as of this date entering into a Ground Lease (Phase 1) (the “**Project Lease**”) for that certain land (known herein as the “**Property**” and described on “**Exhibit A**”, attached hereto), upon which Culmer Apartments (the “**Project**”) shall be constructed; and

WHEREAS, APC Culmer Development, LLC, a Florida limited liability company, whose manager or managing member is controlled by, or under common control with, the Master Developer (“**Project Developer**”, and jointly or singly with Master Developer, the “**Developer**”) will serve as developer of the project; and

WHEREAS, pursuant to that certain Affordable Housing Development and Grant Agreement of even date herewith (the “**GO Grant Agreement**”) approved on _____, 2023 by the Board of County Commissioners pursuant to Resolution No. R-_____-23, the County has granted to Grantee the amount of Three Million, One Hundred Eighty-Nine Thousand, Eight Hundred Fifty-Six and 79/100 Dollars (\$3,189,856.79) (the “**GO Funding**”), and Grantee and Project Owner have acknowledged their obligation to use the GO Funding to develop the Project and to operate it in accordance with this Agreement and the GO Grant Agreement; and

WHEREAS, the Board has committed funds to the Department of Public Housing and Community Development (“**PHCD**”) in the amount of \$1,000,000 pursuant to Resolution No. R-1040-20 from the funds received by the County pursuant to Resolution No. R-860-13 for projects located within the Overtown area; and

WHEREAS, pursuant to a Grant Agreement (Overtown Trust Funds for Culmer Apartments) of even date herewith (the “**OTF Grant Agreement**”, and together with the GO Grant Agreement, the “**Grant Agreement**”; the grant committed thereby is referred to herein as the “**County Grant**”), the County has granted to Grantee the amount of \$500,000.00 (the “**OTF Funding**”, and together with the GO Funding, the “**Funding**”), for reloan through an Intermediate Lender to Project Owner, and Grantee and Project Owner have acknowledged their obligation to use the OTF Funding to develop the Project and to operate it in accordance with this Agreement; and

WHEREAS, the Project will consist of 48 RAD Units and 71 Non-RAD Section 18 Units (together, the “**RAD/18 Units**”) and 120 other units that will be maintained and operated as qualified low-income housing tax credit (“**LIHTC**”) units (“**Affordable Units**”) and collectively with the RAD/18 Units, the “**Units**”); and

WHEREAS, in connection with the receipt of the Funding, Grantee and the Project Owner agree that the Units shall be leased to Eligible Tenants (defined below) and shall maintain rents at certain prescribed rates, as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged, Grantee, its successors and assigns, the Project Owner, its successors and assigns, and the County, through PHCD and any successor agency or department of the County agree as follows:

PROPERTY ADDRESS: The Project is located at 800 NW 5th Ave., Miami, Florida 33136.

**LEGAL DESCRIPTION
OF PROPERTY:**

The leasehold interest in the real property legally described and attached hereto as Exhibit A.

UNITS:

The Project shall consist of 239 total units consisting of 59 zero-bedroom (studio) units, 87 one-bedroom units, 21 two-bedroom units, 57 three-bedroom units, 12 four-bedroom units, and 3 five-bedroom units in two multi-family buildings.

ELIGIBLE TENANTS

Natural persons or families with total annual household income at initial occupancy that does not exceed eighty percent (80%) of area median income for Miami-Dade County adjusted for family size ("**AMI**") as determined by the United States Department of Housing and Urban Development ("**HUD**"); provided, however, that Units may be leased to households having incomes at initial occupancy exceeding 60% of AMI only if the average income of households occupying all Units does not exceed 60% of AMI in accordance with "income averaging" rules of the Internal Revenue Service applicable to LIHTC units. One unit may be converted to a manager's unit with FHFC approval.

WITNESSETH:

- I. Grantee and the Project Owner agree with respect to the Property for the period beginning on the date of recordation of this Agreement, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed and a certificate of occupancy is issued (the "*Affordability Period*") that:
- a) All of the Units shall be leased to Eligible Tenants as set forth herein and 119 units shall be operating and maintained as RAD Units. Of the 239 total units in the Project, one unit may be a manager's unit with FHFC approval, and the remainder will be leased to households having incomes not exceeding the percentages of AMI shown on Exhibit B, at initial rents not exceeding those shown on Exhibit B for each income tier, all minus a utility allowance in accordance with Section 42 of the Internal Revenue Code (the "*Utility Allowance*"). In the case of Section 8 Units, the HUD-approved contract rent is allowed. Notwithstanding the foregoing, however, Units may be leased to households having incomes at initial occupancy exceeding 60% of AMI only in accordance with "income averaging" rules of the Internal Revenue Service applicable to LIHTC units, so long as the average income of households occupying the Units does not exceed 60%.
 - b) The parties agree that once recorded, this Agreement shall be a restrictive covenant on the Project that shall run with the Property since the subject matter of this Agreement and its covenants touch and concern the Property. This Agreement shall be binding on the Property, the Project, and all portions of each, and upon any purchaser, transferee, grantee or lessee or any combination of each, and on their heirs, executors, administrators, devisees, successors and assigns and on any other person or entity having any right, title or interest in the Property, the Project, or any portion of each, for the length of time that this Agreement shall be in force. Grantee and Project Owner hereby make and declare these restrictive covenants which shall run with the title to said Property and be binding on Grantee, Project Owner and their successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Grantee to the County or the expiration of any agreement between Grantee and the County regarding the Property, Project or both.
 - c) The Project will include such amenities as detailed in the Project Lease and the MDA (as such terms are defined in the Grant Agreement).

- d) Grantee and Project Owner agree that upon any violation of the provisions of this Agreement, the County, through its agent, PHCD, may give written notice thereof to Grantee and Project Owner, by registered mail, at the address stated in this Agreement, or such other address or addresses as may subsequently be designated by Grantee and Project Owner in writing to PHCD, and in the event Grantee and Project Owner do not cure such default (or take measures reasonably satisfactory to PHCD to cure such default), within thirty (30) days after the date of notice, or within such further time as PHCD may determine is necessary for correction, PHCD may, without further notice, declare a default under this Agreement, and effective upon the date of such default, PHCD may:
- i) Declare the whole County Grant immediately due and payable and then proceed with legal proceedings to collect the County Grant; and
 - ii) Apply to any court, County, State or Federal, for any specific performance of this Agreement; for an injunction against the violation of this Agreement; or for such relief as may be appropriate since the injury to PHCD arising from a default remaining uncured under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding (i) and (ii) above, the only remedy available to the County with respect to a lender or third party that takes title to the Project through a foreclosure, transfer of title by deed in lieu of foreclosure or comparable conversion is specific performance of the set aside provision in Section I(g) below.

- e) Grantee and Project Owner further agree that they will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Grantee and Project Owner agree that the Units shall meet the energy efficiency standards promulgated by the Secretary of HUD, the Florida Housing Finance Corporation (hereafter "**FHFC**"), and/or Miami-Dade County, as applicable.
- g) Notwithstanding the foregoing, the provisions set forth in Section I(a), above, and the definition of Eligible Tenants described above, shall automatically be modified

in the event of involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or comparable conversion. In such event the Units in the Property shall be leased to natural persons or families with total annual household income at or below one hundred and forty percent (140%) of AMI.

Wells Fargo Community Investment Holdings, LLC, a national banking association, as an investing member of the Project Owner; Wells Fargo Bank, National Association as first mortgage lender to the Project Owner, and HUD, as insurer of the first mortgage loan, or their successors in interest, shall have the opportunity to cure, within the time frame allotted to Grantee and Project Owner, any default of Grantee or Project Owner under this Agreement.

- II. PHCD, Grantee and Project Owner agree that rents may increase as the AMI increases as published by HUD with the prior approval of PHCD. Any other adjustments to rents will be made only if PHCD (and HUD if applicable), in their sole but reasonable discretion, find any adjustments necessary to support the continued financial viability of the Project and only by an amount that PHCD (and HUD if applicable) determine is necessary to maintain continued financial viability of the Project.

Project Owner will provide documentation to justify a rental increase request not attributable to increases in median income but attributable to an increase in operating expenses of the Project, excluding the management fee attributed to Grantee for managing the Project. Within thirty (30) days of receipt of such documentation, PHCD will approve or deny, as the case may be, in its sole but reasonable discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in AMI. In no event, however, will any increase attributable solely to an increase in AMI be denied.

- III. Except as otherwise noted, all parties expressly acknowledge that PHCD shall perform all actions required to be taken by Miami-Dade County pursuant to Sections IV, V, VI and VII of this Agreement for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, Grantee shall cause the Project Owner to furnish PHCD with notification provided to tenants advising them of the increase.

IV. Occupancy Reports

The Project Owner shall, on an annual basis, furnish PHCD, with an occupancy report, which provides the following information:

A) List of all occupied apartments, indicating composition of each resident family, as of the end date of the reporting period. Composition includes (if legally obtainable and available), but is not limited to:

1. Number of residents per Units.
2. Area median Income (AMI) per Unit.
3. Race, Ethnicity and age per Unit (Head of Household).
4. Number of Units serving special need clients.
5. Gross Household Rent
6. Maximum rent per Unit.
7. The number of Units leased to Eligible Tenants with total annual household income that does not exceed sixty percent (60%) of AMI and eighty percent (80%) of AMI.

B) A list of all vacant apartments, as of the end date of the reporting period.

C) The total number of vacancies that occurred during the reporting period.

D) The total number of Units that were re-rented during the reporting period, stating family size and income.

E) The Project Owner shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of its executed leases with tenants residing on the Property.

V. Inspections

Pursuant to 42 U.S.C. § 12755, the Project Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Project Owner, and contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "***Housing Standards***").

A) PHCD shall annually inspect the Property, including a representative sampling of dwelling Units and all common areas, to determine if the Property is being

maintained in compliance with Federal Housing Quality Standards and any applicable Miami-Dade County Minimum Housing Codes. The Project Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

- B) At other times, at the request of Grantee, Project Owner or of any tenant, PHCD may inspect any Unit for violations to the property standards of any applicable Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and Grantee and/or Project Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken. The Units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, Grantee and/or Project Owner will submit the following documents to PHCD:

- A) Proposed form of resident application.
- B) Proposed form of occupancy agreement.
- C) Applicant screening and tenant selection policies.
- D) Maintenance and management plan which shall include the following information:
 - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
 - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling Units, painting of building exteriors, etc.
 - 3. A list of equipment to be provided in each dwelling Unit.
 - 4. A proposed schedule for replacement of dwelling equipment.

5. A list of tenant services, if any, to be provided to residents.

The Project Owner agrees that the County has the right to refer eligible applicants for housing. The Project Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Project Owner is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole but reasonable discretion. It is understood that the Project Owner may conduct reasonable background searches including criminal checks which may be relied upon in determining whether a prospective tenant will be accepted by Project Owner. Pursuant to the Board's Resolution No.: R-34-15, the Project Owner, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Project Owner, its agents and/or representatives shall also provide the County with the contact information for the Project Owner, its agents and/or representatives.

VII. Financial Reports

- A) Annually, the Project Owner shall transmit to the County, upon written request, a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "*Operating Statement*"). PHCD shall review the Operating Statement to ensure conformance with all provisions contained in this Agreement.
- B) The Project Owner will create and maintain a reserve account for the maintenance of the Units and will deposit \$300 per Unit per year in such reserve account. This reserve may be combined with reserve accounts required by any other parties making loans to the Project Owner and will be deemed satisfied by any deposits made by the Project Owner in accordance with Grant documents.

VIII. Action By or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

Miami-Dade County Public Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, Florida 33136

Attn: Clarence D. Brown, Interim Director

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Terrence A. Smith
Assistant County Attorney

All notices to Grantee shall be simultaneously delivered to the Project Owner and its investor limited partner, at the addresses set forth herein.

Grantee:

BAME Development Corporation of South Florida, Inc.
245 NW 8th Street
Miami, FL 33136
Attn: Mark E. Crutcher

Project Owner:

Culmer Apartments, LLC
c/o Atlantic Pacific Communities
3 Miami Central
161 NW 6th Street, Suite 1020
Miami, FL 33136
Attn: Greg Griffith

with a copy to:

Klein Hornig LLP
1325 G Street, NW, Suite 770
Washington, DC 20005
Attn: Chris Hornig

with a copy to:

Wells Fargo Community Investment Holdings, LLC
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attention: Director of Asset Management

IX. Recourse:

In the event of a default by Grantee under this Agreement, the County shall have all remedies available to it at law and equity.

X. HUD Required Provisions:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Article X, the provision contained in this Article X shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

“Borrower” means the Project Owner.

“Code” means the Internal Revenue Code of 1986, as amended.

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreement” means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Wells Fargo Bank, National Association, a national banking association, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act, 12 USC § 1701 et seq., as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Restrictive Covenants” means this Agreement.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the County’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower and the County acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.

(f) Except for the County’s reporting requirement, in enforcing the Restrictive Covenants the County will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available Surplus Cash, if the Borrower is a for-profit entity;
- ii. Available distributions of Surplus Cash and Residual Receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available Residual Receipts authorized for release by HUD, if the Borrower is a non-profit entity; or

iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower and County shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the County may require the Borrower to indemnify and hold the County harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against County relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the County harmless shall be limited to the required insurance to be maintained by Borrower, available Surplus Cash and/or residual receipts of the Borrower.

(i) Intentionally Omitted.

The statements and representations contained in this Article X and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

WITNESSES:

[Signature]
Print: Mark E. Crutcher

[Signature]
Print: DIANA OGEERALLY

**BAME Development Corporation of South
Florida, Inc.,**

a Florida not for profit corporation

By: [Signature]

Name: Mark E. Crutcher

Its: Chairman

STATE OF FLORIDA

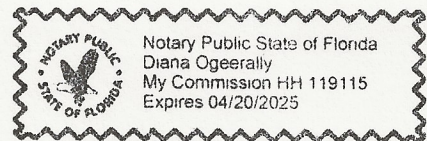
MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was
acknowledged before me by means of ☒ physical presence or ☐ online notarization by Mark E.
Crutcher, as Chairman of BAME Development Corporation of South Florida, Inc., a Florida
nonprofit corporation. He/she is personally known to me or has produced

Florida D.L. as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day
of March, 2023.

By: [Signature]
Notary Public
Print Name: DIANA OGEERALLY
My Commission Expires: 4.20.2025



MIAMI-DADE COUNTY

Approved as to form and
legal sufficiency

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

By _____
Terrence A. Smith
Assistant County Attorney

By: _____
Name: Morris Copeland
Title: Chief Community Services Officer

ATTEST:

LUIS G. MONTALDO, CLERK AD
INTERIM

By: _____
Deputy Clerk

STATE OF FLORIDA)
)
MIAMI-DADE COUNTY) ss:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2023 by _____ of
Miami-Dade County, a political subdivision of the State of Florida.

Personally Known _____ OR Produced Identification _____

Print or Stamp Name: _____
Notary Public, State of Florida, at Large
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That leasehold estate contained in that Ground Lease dated ____, 2023, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida, as Lessor, and Culmer Apartments, Ltd., a Florida limited partnership, as Lessee, as evidenced by the Memorandum of Lease, recorded ____, 2023 in Official Records Book ____, Page ____, over the following described lands:

A PORTION OF TRACT "C", "CULMER PARK SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEGIN AT THE NORTHWEST CORNER OF TRACT "B", SAID POINT ALSO BEING THE MOST NORTHEAST CORNER OF SAID TRACT "C"; THENCE RUN S00°13'56"E ALONG THE WEST LINE OF TRACT "B", ALSO BEING THE EAST LINE OF TRACT "C", FOR A DISTANCE OF 300.24 FEET TO A POINT; THENCE RUN N89°49'19"E FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN S00°13'56"E FOR A DISTANCE OF 186.00 FEET TO A POINT; THENCE RUN N89°49'19"E FOR A DISTANCE OF 227.50 FEET TO A POINT; THENCE RUN S00°13'56"E FOR A DISTANCE OF 164.42 FEET TO A POINT; THE NEXT DESCRIBED COURSE BEING ALONG THE SOUTH LINE OF SAID TRACT "C"; THENCE RUN S89°47'53"W FOR A DISTANCE OF 297.50 FEET TO A POINT; THENCE RUN N00°13'56"W FOR A DISTANCE OF 85.00 FEET TO A POINT; THENCE RUN S89°47'53"W FOR A DISTANCE OF 181.80 FEET TO A POINT; THENCE RUN N00°00'00"E FOR A DISTANCE OF 265.62 FEET TO A POINT; THENCE RUN S89°49'19"W FOR A DISTANCE OF 31.40 FEET TO A POINT; THENCE RUN N00°00'00"E FOR A DISTANCE OF 130.81 FEET TO A POINT; THENCE RUN N90°00'00"E FOR A DISTANCE OF 221.59 FEET TO A POINT; THENCE RUN N00°13'56"W FOR A DISTANCE OF 170.15 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "C"; THE NEXT COURSE BEING ALONG THE NORTH LINE OF SAID TRACT "C"; THENCE RUN N89°50'46"E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THE EAST 50.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT "C" CULMER PARK SUBDIVISION. NO.1, RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT 50 FEET SOUTH OF THE NORTHEAST CORNER ALONG N.W. 10TH STREET OF SAID TRACT FOR A POINT OF BEGINNING; THENCE WEST 104.5 FEET; THENCE SOUTH 85 FEET; THENCE EAST 104.5 FEET; THENCE NORTH 85 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

That non-exclusive easement estate contained in that Easement Agreement dated ____, 2023, by the City of Miami, Florida, a political subdivision of the State of Florida, in favor of Culmer Apartments, Ltd., a Florida limited partnership, recorded ____, 2023 in Official Records Book ____, Page ____, over the following described lands:

THE EAST 50.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT "C" CULMER PARK SUBDIVISION. NO.1, RECORDED IN PLAT BOOK 98, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT 50 FEET SOUTH OF THE NORTHEAST CORNER ALONG N.W. 10TH STREET OF SAID TRACT FOR A POINT OF BEGINNING; THENCE WEST 104.5 FEET; THENCE SOUTH 85 FEET; THENCE EAST 104.5 FEET; THENCE NORTH 85 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

Income Tiering and Rents:

BR Type	# of Units	Income Limit	Net Rent
Studio	9	30%	\$448
Studio	2	60%	\$960
Studio	22	60%	\$960
Studio	5	60%	\$960
Studio	3	80%	\$1,302
Studio	2	60%	\$960
Studio	16	80%	\$1,302
1 Bedroom	10	30%/RAD	\$754
1 Bedroom	7	60%/RAD	\$754
1 Bedroom	6	60%/RAD	\$754
1 Bedroom	15	60%	\$1,028
1 Bedroom	6	80%	\$1,394
1 Bedroom	2	40%/RAD	\$754
1 Bedroom	39	80%	\$1,394
1 Bedroom	1	60%	\$0
1 Bedroom	1	22%/RAD	\$754
2 Bedroom	4	30%/RAD	\$950
2 Bedroom	1	22%/Section 18	\$1,738
2 Bedroom	13	30%/RAD	\$950
2 Bedroom	1	40%/RAD	\$950
2 Bedroom	1	40%/RAD	\$950
2 Bedroom	1	60%/RAD	\$950
3 Bedroom	12	60%/Section 18	\$2,305
3 Bedroom	1	22%/Section 18	\$2,305
3 Bedroom	18	60%/Section 18	\$2,305
3 Bedroom	5	50%/Section 18	\$2,305
3 Bedroom	10	60%/Section 18	\$2,305
3 Bedroom	3	60%/Section 18	\$2,305
3 Bedroom	7	60%/Section 18	\$2,305
3 Bedroom	1	40%/RAD	\$1,267
4 Bedroom	1	60%/Section 18	\$2,732
4 Bedroom	1	60%/Section 18	\$2,732
4 Bedroom	1	60%/Section 18	\$2,732
4 Bedroom	1	22%/Section 18	\$2,732
4 Bedroom	7	60%/Section 18	\$2,732
4 Bedroom	1	40%/RAD	\$1,521
5 Bedroom	1	30%/Section 18	\$3,121
5 Bedroom	2	60%/Section 18	\$3,121
Total/Average	239		

***NHTF Units**

The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

Notwithstanding the chart above, Units may be leased to households having incomes at initial occupancy exceeding 60% of AMI only in accordance with "income averaging" rules of the Internal Revenue Service applicable to LIHTC units, so long as the average income of households occupying the Units does not exceed 60%.

In the event an apartment is occupied by a participant of the Section 8 Voucher Program, and the applicable Section 8 office permits rents higher than the levels outlined above, the rents may be as allowed by the Section 8 office, provided that the resident's portion of the rent does not exceed the above Net Rent Limits.

NOTE: the above Net Rents exclude resident options such as cable TV, washers/dryers and/or security alarm systems. If provided, these options would be at an extra charge to the residents.

Rents are based on maximum allowable rents as provided by the Florida Housing Finance Corporation and utility allowances provided by the utility provider.