

Exhibit A to RFA 2020-204 Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion of the construction or rehabilitation work.

1. Applicant Certification and Acknowledgement form

Provide the Applicant Certification and Acknowledgement, executed by the Authorized Principal Representative, as **Attachment 1**.

2. Demographic Commitment

Select one of the following Demographic Commitments:

Elderly, Non-ALF

3. Applicant, Developer, Management Company, and Contact Person

a. Applicant

(1) Name of Applicant

Morris Manor, LLLP

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

(3) Non-Profit Applicant qualifications

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

Yes

If "Yes", provide the required information for the Non-Profit entity as **Attachment 3**.

b. Developer Information

(1) Name of each Developer (including all co-Developers)

SHAG Morris Manor, LLC

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), provide, as **Attachment 4**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) Developer Experience

(a) Required Developer Experience

To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 4**, the required prior experience chart for at least one experienced natural person Principal of that entity.

(b) Developer Experience Withdrawal Disincentive (5 Points)

To receive five points, the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.3.b.(3)(b) of the RFA must be met.

(c) Emergency Rule 67ER20-1 Disincentive Points (5 Points)

Per Emergency Rule 67ER20-1, have all increases in rent that impact existing tenants in all Applications that share Principals of the Applicant or Developer financed in whole or in part by the Corporation been suspended March 8, 2020 through July 28, 2020?

Yes

If "Yes", the Application will be awarded five points.

c. Principals Disclosure for the Applicant and for each Developer

(1) Eligibility Requirement

To meet the submission requirements, the Applicant must upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form") with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA identifying the Principals of the Applicant and Developer(s) as of the Application Deadline.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to Subsection 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. For Housing Credits, the investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified.

(2) Advance Review Process (5 Points)

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

d. Management Company

(1) Contact Information

First Name: Charee
Middle Initial: B
Last Name: Russell
Management Company: SPM, LLC
Street Address: 913 South Parsons Ave. Suite A
City: Brandon
State: FL
Zip: 33511
Telephone: 205 639-5192 extension
E-Mail Address: chareer@spm.net

(2) Provide, as **Attachment 5**, the required prior experience chart for the Management Company or a principal of the Management Company reflecting the required information.

e. Contact Person

(1) Authorized Principal Representative contact information (required)

First Name: Darren
Middle Initial: J
Last Name: Smith
Organization: SHAG Morris Manor, LLC
Street Address: 1100 NW 4th Ave
City: Delray Beach
State: FL
Zip: 33444
Telephone: 561 859-8520 extension
E-Mail Address: dsmith@smithhenzy.com

(2) Operational Contact Person information (optional)

First Name: Richard
Middle Initial: Click here to enter text.
Last Name: Crogan
Organization: Smith & Henzy Advisory Group
Street Address: 198 NE 6th Ave
City: Delray Beach

State: FL
Zip: 33483
Telephone: 850 628-0618 extension
E-Mail Address: rcrogan@smithhenzy.com

4. General Proposed Development Information

- a. Name of the proposed Development

Morris Manor

- b. Development Category/Rental Assistance (RA) Level

- (1) Select the Development Category

Acquisition and Preservation

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

- (3) Rental Assistance (RA) Level

The Corporation will calculate the Rental Assistance (RA Level) based on the Development Category Qualification Letter provided as **Attachment 6** and using the criteria described in Section Four.

- c. Select the Development Type

Garden Apartments

- d. Enhanced Structural Systems ("ESS") Construction Qualifications

Does the proposed Development meet the requirements to be considered ESS Construction as outlined in Section Four A.4.d. of the RFA?

Yes

5. Location of proposed Development

- a. County: Duval

- b. Development Location

- (1) Address of Development Site:

9050 Norfolk Blvd

- (2) City of Development Site:

Jacksonville

c. Does the proposed Development consist of Scattered Sites?

No

d. Latitude and Longitude Coordinates

(1) Development Location Point

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

30.402834

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

-81.721931

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

[Click here to enter text.](#)

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

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

No

If "Yes", provide the required letter as **Attachment 7**.

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

No

If "Yes", provide the required letter as **Attachment 14**.

(2) Transit Services

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

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

No

(b) Other Transit Services

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile)*
Public Bus Stop 1	<u>30.402721</u>	<u>-81.721482</u>	<u>.03</u>
Public Bus Stop 2	<u>30.403099</u>	<u>-81.721405</u>	<u>.04</u>
Public Bus Stop 3	Latitude Coordinates	Longitude Coordinates	Distance
Public Bus Transfer Stop	Latitude Coordinates	Longitude Coordinates	Distance
Public Bus Rapid Transit Stop	Latitude Coordinates	Longitude Coordinates	Distance
SunRail Station, MetroRail Station, or TriRail Station	Latitude Coordinates	Longitude Coordinates	Distance

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

(3) Community Services

Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	Harvey's Supermarket	5250 Moncrief Rd W Jacksonville, FL 32219	<u>.98</u>
Medical Facility	UF Health Family Medicine and Pediatrics	5045 Soutel Dr #12 Jacksonville, FL	<u>.42</u>
Pharmacy	All People's Pharmacy	4750 Soutel Dr, Jacksonville, FL 32208	<u>.08</u>
Public School	Rutledge H. Pearson Elementary School	4346 Roanoke Blvd Jacksonville, FL 32208	<u>.63</u>

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

6. Number of Units and Buildings

- a. Total number of units that will be in the proposed Development upon completion: 168
- b. Provide the number of new construction units and rehabilitation units

100% Rehabilitation

If "Combination of new construction and rehabilitation units" is selected, state the quantity of each type:

[Click here to enter text.](#) new construction units

[Click here to enter text.](#) rehabilitation units

- c. The existing affordable development must be at least 75 percent occupied as of the Application. A plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.
- d. Set-Aside Commitments

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

40% of units at 60% or lower

- (2) Total Set-Aside Breakdown Chart

- (a) Applicants committing to the minimum set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

Total Set-Aside Breakdown Chart	
Percentage of Residential Units	AMI Level
<u>Enter Number</u> %	At or Below 25%
<u>Enter Number</u> %	At or Below 28%
<u>20</u> %	At or Below 30%
<u>Enter Number</u> %	At or Below 33%
<u>Enter Number</u> %	At or Below 35%
<u>Enter Number</u> %	At or Below 40%
<u>Enter Number</u> %	At or Below 45%
<u>Enter Number</u> %	At or Below 50%
<u>80</u> %	At or Below 60%
<u>100</u> %	Total Set-Aside Percentage

- (b) Applicants committing to the Average Income Test must complete this chart:

Total Set-Aside Breakdown Chart	
Number of Residential Units	AMI Level
<u>Enter Number</u>	At or Below 20%
Enter Number	At or Below 30%
<u>Enter Number</u>	At or Below 40%
<u>Enter Number</u>	At or Below 50%
Enter Number	At or Below 60%
<u>Enter Number</u>	At or Below 70%
<u>Enter Number</u>	At or Below 80%
<u>Enter Number</u>	Market Rate Units
Enter Number % (Total Set-Aside Percentage)	

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. If the Total Set Aside Breakdown Chart reflects that the Average AMI of all Set-Aside Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

e. Unit Mix Chart

- (1) Complete the chart below:

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
<u>0 Bedroom/1 Bathroom</u>	<u>24</u>	<u>5</u>
<u>1 Bedroom/1 Bathroom</u>	<u>144</u>	<u>29</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>

- (2) Answer the following questions:

- (a) How many Zero Bedroom Units are described in the unit mix chart?

24

(b) How many one-bedroom units are described in the unit mix chart?

144

(c) How many two-bedroom units are described in the unit mix chart?

0

(d) How many three-bedroom units are described in the unit mix chart?

0

(e) How many four-bedroom units are described in the unit mix chart?

0

f. Number of Buildings

Number of anticipated residential buildings: 2

g. Compliance Period

All Applicants are required to set aside the units for 50 years as further described in Section Four of the RFA.

7. Readiness to Proceed

a. Site Control

The properly completed and executed Florida Housing Finance Corporation Site Control Certification form (Form Rev. 08-18) and attachments must be provided as **Attachment 8** to demonstrate site control as of Application Deadline.

b. Ability to Proceed documents

(1) Provide the required documentation to demonstrate zoning as **Attachment 9**.

(2) Provide the required documentation to demonstrate availability of water as **Attachment 10**.

(3) Provide the required documentation to demonstrate availability of sewer as **Attachment 11**.

8. Construction Features

a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.

b. General feature requirements for all Developments are outlined in Section Four.

- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. Green Building Features:
 - (1) Green Building feature requirements for all Developments are outlined in Section Four.
 - (2) Applicants must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.
 - Programmable thermostat in each unit (2 points)
 - Humidistat in each unit (2 points)
 - Water Sense certified dual flush toilets in all bathrooms (2 points)
 - Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
 - Energy Star certified roof coating (2 points) *
 - Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) *
 - Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
 - Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
 - High Efficiency HVAC with SEER of at least 16 (2 points) **
 - Energy efficient windows in each unit (3 points)
 - o For all Development Types except Mid-Rise and High-Rise: Energy Star rating for all windows in each unit;
 - o For Development Type of Mid-Rise and High-Rise:
 - U-Factor of 0.50 or less and a SHHGC of 0.25 or less where the fenestration is fixed; and
 - U-Factor of 0.65 or less and a SHHGC of 0.25 or less where the fenestration is operable (i.e., the window opens)
 - Florida Yards and Neighborhoods certification on all landscaping (2 points)
 - Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

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

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

9. Resident Programs

a. Applicants that select the Family Demographic must commit to provide at least three of the following resident programs:

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

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

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

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

c. Developments serving the Persons with a Disability Demographic

- (1) Required Resident Programs for all Applicants that select the Persons with a Disability Demographic are outlined in Section Four.
- (2) Applicants that select the Persons with a Disability Demographic must commit to at least one (1) of the following resident programs:
 - 24 Hour Support to Assist Residents In Handling Urgent Issues
 - Employment Services
 - Resident Health Care Coordination Program

10. Funding

a. Corporation Funding

(1) Competitive Housing Credits

(a) Housing Credit Request Amount (annual amount): \$ 1,868,000

The Maximum Housing Credit Request amounts are provided in Section Four A.10. of the RFA.

- (b) Is the proposed Development the first phase of a multiphase Development?

No

- (c) Basis Boost Qualifications

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

No

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared: [Click here to enter text.](#)

- (ii) Are any buildings in the proposed Development located in a SADDA?

No

If "Yes", provide the SADDA ZCTA Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple SADDA ZCTA Numbers by a comma.)

- (iii) Is the proposed Development located in a non-metropolitan DDA?

No

- (iv) Is the proposed Development located in a QCT?

Yes

If "Yes", indicate the HUD-designated QCT census tract number: 108.00

- (v) Does the proposed Development qualify for the Public Housing Authority Areas of Opportunity basis boost?

No

- (d) The Housing Credit equity proposal must be provided as **Attachment 12**.

- (2) Other Corporation Funding

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

Corporation File #	Amount of Funding
Click here to enter text	\$ Click here to enter text

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

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

b. Non-Corporation Funding

- (1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 14** to Exhibit A.

RD 515 RD 538

(2) Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 15**.

c. Development Cost Pro Forma

To meet the submission requirements, upload the Development Cost Pro Forma as outlined in Section Three of the RFA.

d. Per Unit Construction Funding Preference

Does the proposed Development qualify for the Per Unit Construction Funding Preference?

Yes

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

Is a Principal of the Applicant Entity a Public Housing Authority or an instrumentality of a Public Housing Authority?

No

If the Principal of the Applicant Entity is an instrumentality of a Public Housing Authority, state the name of the Public Housing Authority:

[Click here to enter text.](#)

B. Additional Information

1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, include the Development Name and RFA number on the check or money order or identify through the ACH or wire transfer. If submitting a check or money order, provide the check or money order number in the space below. If submitting an ACH or wire transfer, provide the confirmation number in the space below.

5265149383

2. Bookmarking the Attachments document before uploading (5 points)

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

3. Addenda

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

[Click here to enter text.](#)

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 1 of 8)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost.
 - (2) When Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program.
 - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
 - (4) For Application purposes, the maximum hard cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A1.3. TOTAL ACTUAL CONSTRUCTION COSTS for Developments where 50 percent or more of the units are new construction. Otherwise the maximum is 15%. The maximum soft cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A2.1 TOTAL GENERAL DEVELOPMENT COST. Limitations on these contingency line items post-Application are provided in Rule Chapter 67-48, F.A.C. (if applicable) and this RFA.
 - (5) Operating Deficit Reserves (ODR) of any kind are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. In addition, an ODR is not permitted in this Application at all. If one has been included, it will be removed by the scorer, reducing total costs. However, one may be included during the credit underwriting process where it will be sized. The final cost certification may include an ODR, but it cannot exceed the amount sized during credit underwriting.
 - (6) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA, as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

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

What was the Development Category of the Proposed Development: Preservation (w/ or w/o Acquisition)
 Indicate the number of total units in the proposed Development: 168 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Accessory Buildings	<u> </u>	<u> </u>	<u> </u>
Demolition	<u> </u>	<u> </u>	<u> </u>
New Rental Units	<u> </u>	<u> </u>	<u> </u>
*Off-Site Work (explain in detail)	<u> </u>	<u> </u>	<u> </u>
Recreational Amenities	<u> </u>	<u> </u>	<u> </u>
Rehab of Existing Common Areas	<u>9,578,948.00</u>	<u> </u>	<u>9,578,948.00</u>
Rehab of Existing Rental Units	<u> </u>	<u> </u>	<u> </u>
Site Work	<u> </u>	<u> </u>	<u> </u>
*Other (explain in detail)	<u> </u>	<u> </u>	<u> </u>
A1.1. Actual Construction Cost	<u>\$ 9,578,948.00</u>	<u>\$ </u>	<u>\$ 9,578,948.00</u>
A1.2. General Contractor Fee <small>See Note (3)</small> <small>(Max. 14% of A1.1., column 3)</small>	<u>\$ 1,341,052.00</u>	<u>\$ </u>	<u>\$ 1,341,052.00</u>
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	<u>\$ 10,920,000.00</u>	<u>\$ </u>	<u>\$ 10,920,000.00</u>
A1.4. HARD COST CONTINGENCY <small>See Note (4)</small>	<u>\$ 1,092,000.00</u>	<u>\$ </u>	<u>\$ 1,092,000.00</u>

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 2 of 8)

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
<i>General Development Costs</i>			
Accounting Fees	<u>40,000.00</u>		<u>40,000.00</u>
Appraisal	<u>7,500.00</u>		<u>7,500.00</u>
Architect's Fee - Site/Building Design	<u>400,000.00</u>		<u>400,000.00</u>
Architect's Fee - Supervision			
Builder's Risk Insurance	<u>136,500.00</u>		<u>136,500.00</u>
Building Permit	<u>252,000.00</u>		<u>252,000.00</u>
Capital Needs Assessment	<u>15,000.00</u>		<u>15,000.00</u>
Engineering Fees			
Environmental Report	<u>15,000.00</u>		<u>15,000.00</u>
FHFC Administrative Fee ^{See Note (2)}	<u>102,730.00</u>		<u>102,730.00</u>
FHFC Application Fee ^{See Note (2)}		<u>3,000.00</u>	<u>3,000.00</u>
FHFC Compliance Fee ^{See Note (2)}	<u>258,567.00</u>		<u>258,567.00</u>
FHFC PRL/Credit Underwriting Fees ^{See Note (2)}		<u>14,546.00</u>	<u>14,546.00</u>
Green Building Certification/ HERS Inspection Costs			
*Impact Fees (list in detail)			
Inspection Fees	<u>36,000.00</u>		<u>36,000.00</u>
Insurance			
Legal Fees	<u>240,000.00</u>	<u>265,000.00</u>	<u>505,000.00</u>
Market Study		<u>7,500.00</u>	<u>7,500.00</u>
Marketing/Advertising			
Property Taxes			
Soil Test Report			
Survey	<u>15,000.00</u>		<u>15,000.00</u>
Tenant Relocation Costs		<u>420,000.00</u>	<u>420,000.00</u>
Title Insurance & Recording Fees	<u>200,000.00</u>		<u>200,000.00</u>
Utility Connection Fee			
*Other (explain in detail)	<u>150,000.00</u>		<u>150,000.00</u>
A2.1. TOTAL GENERAL DEVELOPMENT COST	<u>\$ 1,507,000.00</u>	<u>\$ 1,071,343.00</u>	<u>\$ 2,578,343.00</u>
A2.2. SOFT COST CONTINGENCY ^{See Note (4)}	<u>\$ 101,867.00</u>	<u>\$ _____</u>	<u>\$ 101,867.00</u>

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 3 of 8)

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	<u>200,000.00</u>	_____	<u>200,000.00</u>
Construction Loan Credit Enhancement Fee(s)	_____	_____	_____
Construction Loan Interest	<u>462,161.00</u>	<u>631,902.00</u>	<u>1,094,063.00</u>
Non-Permanent Loan(s) Closing Costs	_____	_____	_____
Permanent Loan Origination/ Commitment Fee(s)	_____	<u>73,000.00</u>	<u>73,000.00</u>
Permanent Loan Credit Enhancement Fee(s)	[REDACTED]	_____	_____
Permanent Loan Closing Costs	_____	_____	_____
Bridge Loan Origination/ Commitment Fee(s)	_____	_____	_____
Bridge Loan Interest	_____	_____	_____
*Other (explain in detail)	_____	<u>18,800.00</u>	<u>18,800.00</u>
A3. TOTAL FINANCIAL COSTS	\$ <u>662,161.00</u>	\$ <u>723,702.00</u>	\$ <u>1,385,863.00</u>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)	<u>9,247,720.00</u>	_____	<u>9,247,720.00</u>
*Other (explain in detail)	_____	_____	_____
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$ <u>9,247,720.00</u>	\$ _____	\$ <u>9,247,720.00</u>
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ <u>23,530,748.00</u>	\$ <u>1,795,045.00</u>	\$ <u>25,325,793.00</u>
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs	<u>1,479,635.00</u>	_____	<u>1,479,635.00</u>
Developer Fee on Non-Acquisition Costs	<u>2,572,491.00</u>	_____	<u>2,572,491.00</u>
D. TOTAL DEVELOPER FEE	\$ <u>4,052,126.00</u>	\$ _____	\$ <u>4,052,126.00</u>
E. OPERATING DEFICIT RESERVES See Note (5)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
F. TOTAL LAND COST	\$ _____	\$ <u>380,280.00</u>	\$ <u>380,280.00</u>
G. TOTAL DEVELOPMENT COST See Note (6) (C+D+E+F)	\$ <u>27,582,874.00</u>	\$ <u>2,175,325.00</u>	\$ <u>29,758,199.00</u>

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 4 of 8)

Detail/Explanation Sheet

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

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work:

Other:

General Development Costs

(as listed at Item A2.)

Impact Fees:

Other:

FF & E \$150,000

Financial Costs

(as listed at Item A3.)

Other:

Permanent Lender Application Fee \$7,300, Record Searches \$1,500, and PermLoan Conversion Fee
\$10,000

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

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

What is the proposed LIHTC Set-Aside Percentage?

100% Set-Aside

Does the proposed Development qualify for a 30% basis boost?

Yes

The minimum amount of 'rehabilitation expenditures' required by IRC/FHFC during any 24-month period is met if (i) the total 'rehabilitation expenditures' are at least 20 percent of the adjusted basis of the (acquired) building (or \$1,849,544) and (ii) the qualified basis of the 'rehabilitation expenditures,' when divided by the number of low-income units is \$25,000 or more. Total 'rehabilitation expenditures' are being represented as \$16,855,519, as well as having \$130,430 of qualified basis per low-income unit. (Assumes adjusted basis is the same as eligible basis for Application purposes.)

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 5 of 8)

CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	<u>\$ 29,758,199.00</u>	
B. Construction Funding Sources:		
1. First Mortgage Financing	\$ <u>20,000,000.00</u>	<u>Regulated Mortgage Lender</u>
2. Second Mortgage Financing	\$ <u>4,556,060.00</u>	<u>Seller Financing</u>
3. Third Mortgage Financing	\$ _____	<u><select from menu></u>
4. Fourth Mortgage Financing	\$ _____	<u><select from menu></u>
5. Fifth Mortgage Financing	\$ _____	<u><select from menu></u>
6. Sixth Mortgage Financing	\$ _____	<u><select from menu></u>
7. Seventh Mortgage Financing	\$ _____	<u><select from menu></u>
8. Eighth Mortgage Financing	\$ _____	<u><select from menu></u>
9. Ninth Mortgage Financing	\$ _____	<u><select from menu></u>
10. Tenth Mortgage Financing	\$ _____	<u><select from menu></u>
11. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ <u>2,577,583.00</u>	
12. Other: _____	\$ _____	
13. Other: _____	\$ _____	
14. Deferred Developer Fee	\$ <u>4,052,126.00</u>	
15. Total Construction Sources	<u>\$ 31,185,769.00</u>	
C. Construction Funding Surplus		
(B.15. Total Construction Sources, less A. Total Development Costs):	<u>\$ 1,427,570.00</u>	(A negative number here represents a funding shortfall.)

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

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 6 of 8)

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ 29,758,199.00	
B. Permanent Funding Sources:		
1. First Mortgage Financing	\$ 7,300,000.00	Regulated Mortgage Lender
2. Second Mortgage Financing	\$ 4,556,060.00	Seller Financing
3. Third Mortgage Financing	\$ _____	<select from menu>
4. Fourth Mortgage Financing	\$ _____	<select from menu>
5. Fifth Mortgage Financing	\$ _____	<select from menu>
6. Sixth Mortgage Financing	\$ _____	<select from menu>
7. Seventh Mortgage Financing	\$ _____	<select from menu>
8. Eighth Mortgage Financing	\$ _____	<select from menu>
9. Ninth Mortgage Financing	\$ _____	<select from menu>
10. Tenth Mortgage Financing	\$ _____	<select from menu>
11. HC Syndication/HC Equity Proceeds	\$ 17,183,881.00	
12. Other: _____	\$ _____	
13. Other: _____	\$ _____	
14. Deferred Developer Fee	\$ 4,052,126.00	
15. Total Permanent Funding Sources	\$ 33,092,067.00	
C. Permanent Funding Surplus		
(B.15. Total Permanent Funding Sources, less A. Total Development Costs):	\$ 3,333,868.00	(A negative number here represents a funding shortfall.)

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

RFA 2020-204 DEVELOPMENT COST PRO FORMA

(Page 7 of 8)

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

TDC PU LIMITATION ANALYSIS*Not in South Florida, Rehab, Garden.*In which county is the proposed Development to be located? Duval (Large County)You have indicated above on row 32 that the Development Category of the Proposed Development is..... Preservation (w/ or w/o Acquisition)What is the proposed Development's Development Type? GardenDoes the proposed Development qualify as Enhanced Structural Systems Construction (ESSC)? N/A (Rehab only)The TDC PU Base Limitation for the above defined Development is..... \$124,500

Does the proposed Development qualify for any of the following TDC PU Add-Ons or Multipliers? Choose all that apply.

- | | | |
|--|-----------|--|
| 1. (a) PHA is a Principal/Affiliate Add-On..... | <u>No</u> | (Select one or no option, as applicable) |
| (b) Requesting HOME funds from FHFC Add-On..... | <u></u> | |
| (c) Requesting CDBG-DR funds from FHFC Add-On..... | <u></u> | |
| 2. Tax-Exempt Bond Add-On..... | <u></u> | (Select if applicable) |
| 3. (a) North Florida Keys Area Multiplier..... | <u>No</u> | (Select one option if applicable) |
| (b) South Florida Keys Area Multiplier..... | <u>No</u> | |
| 4. (a) Persons with Developmental Disabilities Multiplier..... | <u></u> | (Select one or no option, as applicable) |
| (b) Persons with a Disabling Condition Multiplier..... | <u></u> | |
| (c) Persons with Special Needs Multiplier..... | <u></u> | |
| (d) Homeless Demographic Multiplier..... | <u></u> | |
| 5. Elderly ALF Multiplier..... | <u>No</u> | (Select if applicable) |
| 6. (a) Less than 51 units Multiplier* | <u></u> | (Select one option if applicable) |
| (b) More than 50 units, but less than 81 units Multiplier* | <u></u> | |

*For 9% HC Permanent Supportive Housing RFAs only. The proposed Development must be new construction to qualify as well as not being located in Monroe County.

The final overall TDC PU Limitation for the above defined Development is.. \$124,500.00**Derivation of the TDC PU of the proposed Development for Limitation purposes:**

Total Development Costs (Line G., column 3)	<u>\$29,758,199.00</u>
Less Acq. Cost of Existing Dev. (excluding land) - Existing Building(s)	<u>\$9,247,720.00</u>
Less Land Acquisition Costs (Line F., column 3)	<u>\$380,280.00</u>
Less Operating Deficit Reserves (Line E., column 3)	<u>\$0.00</u>
Less Demolition and Relocation Costs, if applicable	<u>\$0.00</u>
TDC of the proposed Development for Limitation Purposes:	<u>\$20,130,199.00</u>
TDC PU of the proposed Development for Limitation Purposes:	<u>\$119,822.61</u>

Is the proposed Development's TDC PU for Limitation purposes equal to or less than the TDC PU Limitation provided in the RFA?..... Yes

[\$124,500 Base Limit = \$124,500.00 Total]

RFA 2020-204 DEVELOPMENT COST PRO FORMA(Page 8 of 8)

The intent of this page is to assist the Applicant in determining the overall Average Median Income for the proposed Development when the Development is located in Bay or Leon County and the Applicant desires to select the Average Income Test for the minimum set-aside commitment for Section 42 of the IRC. This portion of the Development Cost Pro Forma is to assist the Applicant in understanding some of the variables involved when selecting Average Income test as the minimum housing credit set-aside offered in the RFA. The data entered below will not be used to score the Application. The entries below will not be used to establish the Applicant's set-aside commitment for Application purposes. This is to be used as a tool to assist the Applicant in selecting appropriate set-aside commitments in the Application. The accuracy of the table is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programming errors. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

INCOME AVERAGING WORKSHEET

AMI Set-Aside	# of Units	% of Units
20%		0.00%
(ELI Designation)	30%	0.00%
	40%	0.00%
	50%	0.00%
	60%	0.00%
	70%	0.00%
	80%	0.00%
Total Qualifying Housing Credit Units	0	0.00%
Market Rate Units		0.00%
Total Units	0	0.00%
Average AMI of the Qualifying Housing Credit Units	0.00%	

(This should match the HC Set-Aside Commitment in the Application)

Principal Disclosures for the Applicant**APPROVED for HOUSING CREDITS****FHFC Advance Review****Received 9.22.20; Approved 9.24.20**

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Morris Manor, LLLP**First Principal Disclosure Level:**[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	General Partner	A.M.E. Housing Agency of Florida, Inc.	Non-Profit Corporation
2.	Non-Investor LP	SHAG Morris Manor, LLC	Limited Liability Company
3.	Investor LP	Smith, Darren	Natural Person

Second Principal Disclosure Level:

Morris Manor, LLLP

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)Select the corresponding First
Level Principal Entity # from
above for which the Second
Level Principal is being
identifiedSelect the type of Principal
being associated with the
corresponding First LevelSelect organizational structure
of Second Level Principal
identified

- 1. (A.M.E. Housing Agency of Florid
- 2. (SHAG Morris Manor, LLC)
- 2. (SHAG Morris Manor, LLC)

Second LevelEntity #Principal EntityEnter Name of Second Level Principal

1.A.	Officer/Director	Richardson, Adam J., Jr.	Natural Person
1.B.	Officer/Director	Prier, Pamela	Natural Person
1.C.	Officer/Director	Rutland, Alfred	Natural Person
1.D.	Officer/Director	Moore, Johnnetta	Natural Person
1.E.	Officer/Director	Gibbs, Craig	Natural Person
1.F.	Officer/Director	Scott, Kimberly	Natural Person
1.G.	Executive Director	Richardson, Adam J., Jr.	Natural Person
2.A.	Managing Member	Smith, Darren	Natural Person
2.B.	Managing Member	Henz, Timothy	Natural Person

Principal Disclosures for the Developer

APPROVED for HOUSING CREDITS

FHFC Advance Review

Received 9.22.20; Approved 9.24.20

How many Developers are part of this Application structure?

1

Select the organizational structure for the Developer entity:

The Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

SHAG Morris Manor, LLC

First Principal Disclosure Level:

SHAG Morris Manor, LLC

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

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Managing Member	Smith, Darren	Natural Person
2.	Managing Member	Henz, Timothy	Natural Person

Attachment 1

Applicant Certification and Acknowledgement Form

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed Section 67-48.004, F.A.C. and subsection 67-48.023(1), F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team

(which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.

9. The Applicant's commitments will be included in an Extended Use Agreement for the Housing Credits and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17); and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17).
13. The Applicant, the Developer and all Principals are in good standing among all other state agencies and have not been prohibited from applying for funding.
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
15. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
17. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
18. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.

19. The Applicant has read, understands and will comply with the Lowering Barriers to Entry requirements outlined in Exhibit G.
20. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

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



Signature of Authorized Principal Representative

Darren Smith

Name (typed or printed)

Authorized Member

Title (typed or printed)

NOTE: Provide this form as Attachment 1 to the RFA. This form must be signed by the Authorized Principal Representative stated in Exhibit A.

Attachment 2

Date Submitted: 2020-10-21 14:16:23.700 | Form Key: 7177

**Department of State**

I certify from the records of this office that MORRIS MANOR, LLLP, is a Limited Partnership or Limited Liability Limited Partnership organized under the laws of the state of Florida, filed on September 30, 2020.

The document number of this Limited Partnership or Limited Liability Limited Partnership is A20000000392.

I further certify said Limited Partnership has paid all filing fees due this office through December 31, 2020, and its status is active.

I further certify said Limited Partnership or Limited Liability Limited Partnership has not filed a Certificate of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 520A00018955-100120-A20000000392-1/1, noted below.

Authentication Code: 520A00018955-100120-A20000000392-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of October, 2020



Ramona Lee
Secretary of State

Attachment 3

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219411
June 04, 2014 LTR 4168C 0
59-1846324 000000 00
00022962
BODC: TE

A M E HOUSING AGENCY OF FLORIDA INC
9050 NORFOLK BLVD
JACKSONVILLE FL 32208



027136

Employer Identification Number: 59-1846324
Person to Contact: Laura A. Botkin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 23, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1978.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

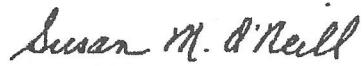
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248219411
June 04, 2014 LTR 4168C 0
59-1846324 000000 00
00022963

A M E HOUSING AGENCY OF FLORIDA INC
9050 NORFOLK BLVD
JACKSONVILLE FL 32208

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations

JUN-22-80 12:05 AM

Internal Revenue Service
District Director

Date: September 28, 1978

Department of the Treasury

* A.M.E. Housing Agency of
Florida, Inc.
101 East Union Street
Jacksonville, Florida 32203

Employer Identification Number:

Accounting Period Ending:

June 30

Foundation Status Classification:

509(a)(1) & 170(b)(1)(A)(vi)

Advance Ruling Period Ends:

June 30, 1980

Person to Contact:

D. Wuerluk

Contact Telephone Number:

(904) 791-2636

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) & 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) & * organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) & * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) & * organization.

400 West Bay St., Jacksonville, Fla. 32202
*170(b)(1)(A)(vi)

(over)

137

Letter 1045(DO) (5-7)

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000. When a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Charles O. DeWitt

District Director

cc: Lawrence J. Bernhard

This determination letter modifies our letter of September 25, 1978, holding you exempt under section 501(c)(3) to the extent that it is inconsistent with this letter.

✓/30)

Letter 1045(BD) (G-7)

Role of the Non-Profit Entity

The non-profit entity in this transaction is A.M.E. Housing Agency of Florida, Inc., which is the sole General Partner of the Applicant, Morris Manor, LLLP.

The project, known as Morris Manor, consists of the acquisition and rehabilitation of 168 units. A.M.E. Housing Agency of Florida, Inc. will receive at least 25% of the total developer fee. A.M.E. Housing Agency of Florida, Inc. will be involved in all aspects of the development process, including attending meetings seeking financing, meeting with architects to finalize project design, and construction meetings. A.M.E. Housing Agency of Florida, Inc. will also be involved in the management and operations of Morris Manor through the life of the Partnership.

A.M.E. HOUSING AGENCY OF FLORIDA, INC.
BOARD MEMBERS:

Adam J. Richardson, Jr., President, Chair
101 East Union Street, #301
Jacksonville, FL 32202

Pamela Prier, Vice President, Vice Chair
10990 Hickory Trace
Jacksonville, FL 32256

Alfred Rutland, Director
4250 Lakeside Drive
Suite 300
Jacksonville, FL 32210

Johnnetta Moore, Director
12555 Angel Lake Dr. W.
Jacksonville, FL 32218

Craig Gibbs, Secretary/Treasurer, Director
1200 Riverplace Blvd., Suite 810
Jacksonville, Florida 32207

Kimberly Scott, Director
14047 Ridgewick Drive
Jacksonville, FL 32218

State of Florida

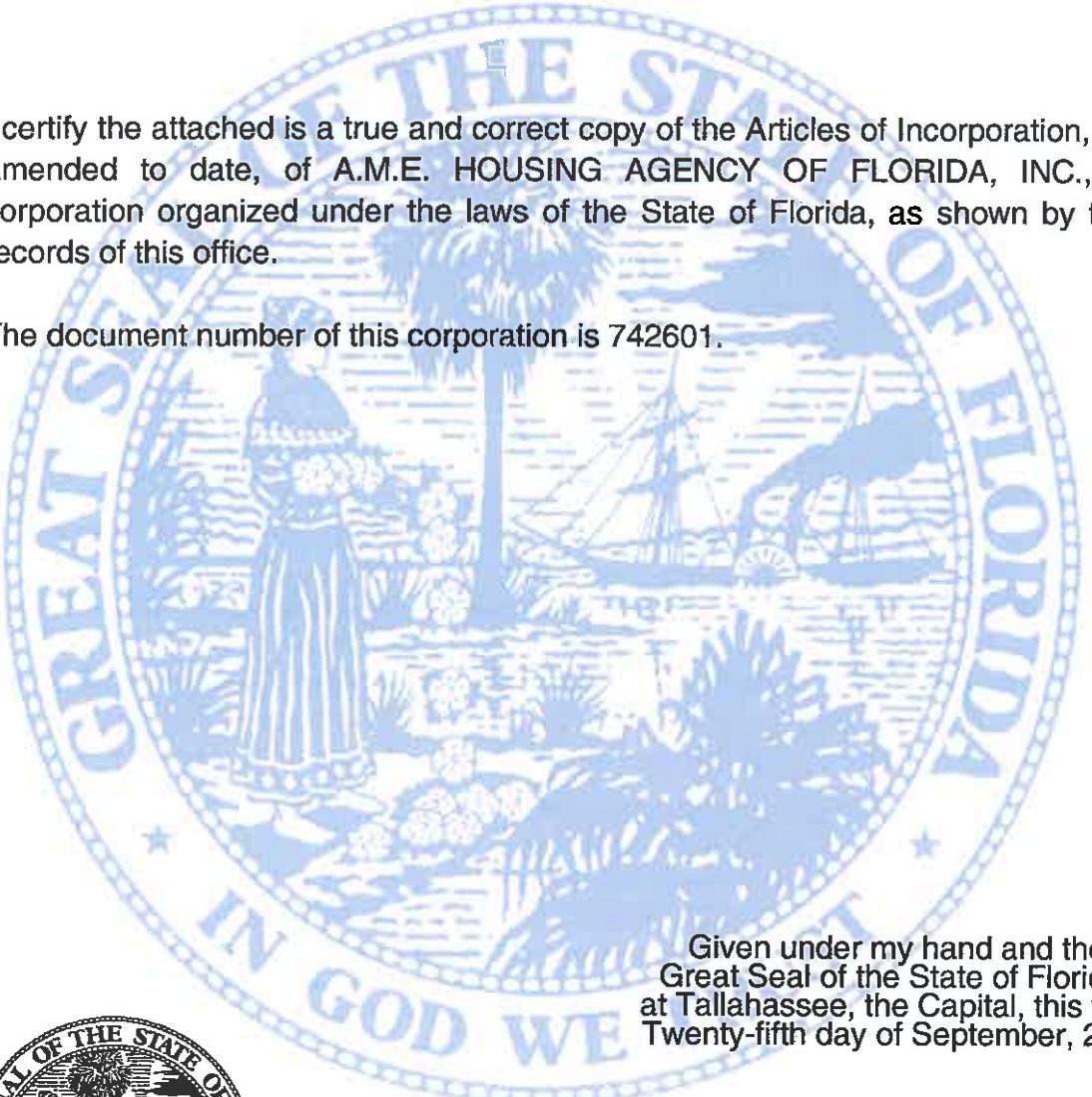


The Great Seal of the State of Florida, featuring a central shield depicting a ship on the water, a lighthouse, and a palm tree, surrounded by a circular border with the words "THE GREAT SEAL OF THE STATE OF FLORIDA" and the motto "IN GOD WE TRUST".

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of A.M.E. HOUSING AGENCY OF FLORIDA, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 742601.



A large, faint watermark of the Great Seal of the State of Florida is centered on the page, showing a ship on the water, a lighthouse, and a palm tree, with the text "THE GREAT SEAL OF THE STATE OF FLORIDA" and "IN GOD WE TRUST".

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of September, 2020



A handwritten signature in black ink that reads "Laurel M. Lee".

Laurel M. Lee

Secretary of State

ARTICLES OF INCORPORATION

A. M. E. HOUSING AGENCY OF FLORIDA INC.
A CORPORATION NOT FOR PROFIT

ARTICLE I

742601

Name

The name of the proposed corporation shall be A.M.E. HOUSING AGENCY OF FLORIDA, INC.

ARTICLE II

Purpose

The purpose of the corporation is to develop housing for elderly people on a non-profit basis.

ARTICLE III

Membership

Section 1. Qualification - The membership shall consist of the Board of Directors and other persons interested in the purpose of the Corporation,

Section 2. Admission - Members may be admitted by majority vote of the Board of Directors.

ARTICLE IV

Term

The corporation shall have a perpetual existence.

ARTICLE V

Subscribers

The subscribers' names and addresses are:

T. E. Shehee
1567 Kings Road
Jacksonville, Florida

S. S. Morris
101 E. Union Street
Jacksonville, Florida

A. W. Boston
Ribault Scenic Drive
Jacksonville, Florida

6711-0

ARTICLE VI

Management

The affairs of the corporation shall be managed by the President, Vice President and Secretary-Treasurer, who shall be elected at the annual meetings of the Board of Directors.

ARTICLE VII

Initial Officers

The officers who shall serve until the first election are:

S. S. Morris, President
101 E. Union Street
Jacksonville, Florida

T. E. Shehee
Vice President
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Secretary-Treasurer
Ribault Scenic Drive
Jacksonville, Florida

ARTICLE VIII

Initial Directors

There shall be three initial directors serving until the first election of directors:

S. S. Morris T. E. Shehee A. W. Boston
101 E. Union Street 1567 Kings Road Ribault Scenic Drive
Jacksonville, Florida Jacksonville, Florida Jacksonville, Florida

ARTICLE IX

Bylaws

The bylaws shall be made, altered, or rescinded by the Board of Directors.

ARTICLE X

Amendment of Articles of Incorporation

Amendments to the Articles of incorporation may be proposed by the Board of Directors and adopted by a majority vote of the Board.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation, this 8th day of March, 1978.

Subscribers

S. S. Morris

T. E. Shehee

A. W. Boston

0711-0

ARTICLE VI

Management

The affairs of the corporation shall be managed by the President, Vice President and Secretary-Treasurer, who shall be elected at the annual meetings of the Board of Directors.

ARTICLE VII

Initial Officers

The officers who shall serve until the first election are:

S. S. Morris, President
101 E. Union Street
Jacksonville, Florida

T. E. Shehee
Vice President
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Secretary-Treasurer
Ribault Scenic Drive
Jacksonville, Florida

ARTICLE VIII

Initial Directors

There shall be three initial directors serving until the first election of directors:

S. S. Morris
101 E. Union Street
Jacksonville, Florida

T. E. Shehee
1567 Kings Road
Jacksonville, Florida

A. W. Boston
Ribault Scenic Drive
Jacksonville, Florida

ARTICLE IX

Bylaws

The bylaws shall be made, altered, or rescinded by the Board of Directors.

ARTICLE X

Amendment of Articles of Incorporation

Amendments to the Articles of incorporation may be proposed by the Board of Directors and adopted by a majority vote of the Board.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation, this 8th day of March, 1978.

Subscribers:

S. S. Morris

T. E. Shehee

A. W. Boston

0911-0

STATE OF FLORIDA
COURT OF APPEAL

Before me, a notary public authorized to take acknowledgments in the state and county of Jacksonville, personally appeared S. S. ROBERTS, T. E. SPENCE, and L. W. MORSE, known to me and acknowledged by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein described.

1978, witness my hand and official seal this 8th day of March,

Russell Robinson
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 9, 1981
POWERED BY GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
CITY OF JACKSONVILLE

Before me, a Notary Public authorized to take acknowledgments in the state and county aforesaid above, personally appeared S. S. KENNEDY, T. E. SKEENE, and A. W. MORSE, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purpose therein described.

19 78, witness my hand and official seal this 8th day of March,

Russell Robinson
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 9, 1981
FONDED THRU GENERAL INS. UNDERWRITERS

09H-U

CERTIFICATE CONCERNING PLACE OF BUSINESS OR DOMICILE FOR THE
CORPORATION, IF ANY, WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESSES ARE TO BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following
is submitted, in compliance with said Act:

First, that the A.M.B. Housing Agency, Inc., desiring to organize
under the laws of the State of Florida with its principal office, as indicated in
the Articles of Incorporation at City of Jacksonville, County of Duval, State
of Florida, has named Alexander Cottrell, located at 1850 Kings
Road, Jacksonville, Duval County, Florida, as its agent to accept service
of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-
stated corporation, at place designated in this certificate, I hereby accept
to act in this capacity, and agree to comply with the provision of said Act
relative to keeping said office open.

Alexander Cottrell

STATE OF FLORIDA
COUNTY OF DUVAL
CERTIFICATE OF SERVICE
RECEIVED
GIVING ADDRESS OR BUSINESS PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following
is submitted, in compliance with said Act:

First, that the A.M.P. Housing Agency, Inc., desiring to organize
under the laws of the State of Florida with its principal office, as indicated in
the Articles of Incorporation at City of Jacksonville, County of Duval, State
of Florida, has named Alexander Cottrell, located at 1850 Kings
Road, Jacksonville, Duval County, Florida, as its agent to accept service
of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-
stated corporation, at place designated in this certificate, I hereby accept
to act in this capacity, and agree to comply with the provision of said Act
relative to keeping said office open.

Alexander Cottrell

W-V

APR 25 1978
FILED

**ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.**

Pursuant to the provisions of Section 617.02, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation proposed by the Board of Directors and adopted by a majority vote of the Board on the date stated below:

1. **Amendment of Articles of Incorporation:** All provisions of the Articles of Incorporation shall be subject to amendment, consistent with the provisions Chapters 196 and 617, Florida Statutes, and Section 501 (c)(3) of the Internal Revenue Code of 1954, by the affirmative vote of all of the members entitled to vote in respect thereof, given at the annual meeting or at any special meeting, provided that notice of the proposed amendment is included in the notice of such meeting.
2. **Powers:** The corporation shall have the power to do all the lawful acts necessary or desirable to carry out its purpose, consistent with the applicable Florida statutes and Section 501 (c)(3) of the Internal Revenue Code.
3. **Dissolution:** Upon dissolution of the corporation, any assets remaining thereafter shall be conveyed to such organization or organizations as shall be selected by the affirmative vote of the Eleventh Episcopal District A.M.E. Church Board of Directors, provided, however, that such organization or organizations shall be exempt under Section 501 (c)(3) of the Internal Revenue Code.

Dated the 22nd day of September, 1978.

(Corporate Seal)

A.M.E. HOUSING AGENCY OF
FLORIDA, INC.

Attest: R.H. Boston
Its Secretary-Treasurer

By: T.E. Shehee
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared T. E. SHEHEE and A. W. BOSTON, the vice president and secretary-treasurer of the above-named corporation, who are both to me well known and known to be the individuals described in and who subscribed the above articles of amendment to the articles of incorporation, and did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Jacksonville, in said County and State this 22nd day of September, 1978.

Lorraine J. Kishel
Notary Public, State of Florida - Large
My Commission expires:

5
2000-2001
Notary Public, State of Florida - Large
My Commission expires:

SAC 4 16 1978
FD 0371

**ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.**

Pursuant to the provisions of Section 617.02, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation proposed by the Board of Directors and adopted by a majority vote of the Board on the date stated below:

1. **Amendment of Articles of Incorporation:** All provisions of the Articles of Incorporation shall be subject to amendment, consistent with the provisions Chapters 196 and 617, Florida Statutes, and Section 501 (c)(3) of the Internal Revenue Code of 1954, by the affirmative vote of all of the members entitled to vote in respect thereof, given at the annual meeting or at any special meeting, provided that notice of the proposed amendment is included in the notice of such meeting.
2. **Powers:** The corporation shall have the power to do all the lawful acts necessary or desirable to carry out its purpose, consistent with the applicable Florida statutes and Section 501 (c)(3) of the Internal Revenue Code.
3. **Dissolution:** Upon dissolution of the corporation, any assets remaining thereafter shall be conveyed to such organization or organizations as shall be selected by the affirmative vote of the Eleventh Episcopal District A.M.E. Church Board of Directors, provided, however, that such organization or organizations shall be exempt under Section 501 (c)(3) of the Internal Revenue Code.

Dated the 2nd day of September, 1978.

A.M.E. HOUSING AGENCY OF
FLORIDA, INC.

(Corporate Seal)

By: T. E. Shehee
Its Vice President

Attest: A. W. Boston
Its Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared T. E. SHEHEE and A. W. BOSTON, the vice president and secretary-treasurer of the above-named corporation, who are both to me well known and known to be the individuals described in and who subscribed the above articles of amendment to the articles of incorporation, and did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Jacksonville, in said County and State this 2nd day of September, 1978.

Lorraine J. Bimond
Notary Public, State of Florida, at Large
My Commission expires:

Articles of Amendment
to
Articles of Incorporation
of

FILED,

11 AUG -9 PM 10:58

A.M.E. Housing Agency of Florida, Inc.
(Name of Corporation as currently filed with the Florida Department of State, FLORIDA)

742601

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: _____

New Registered Office Address: _____ *(Florida street address)*

_____ Florida _____

(City) _____ *(Zip Code)* _____

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

_____ *Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Title	Name	Address	Type of Action
VD	Thomas B. DeSue	101 E. Union St. Suite 301 JACKSONVILLE, FL 32202	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
D	James Proctor	11423 Bridges Rd. JACKSONVILLE, FL 32218	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
D	Pamela Prier	10990 Hickory Trace Lane Jacksonville, FL 32256	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

Add the following:

Bruce Havens - Director
431 University Blvd., N.
JACKSONVILLE, FL 32211

F.D. Richardson, Jr. - Director
1131 Durkee Dr., N.
JACKSONVILLE, FL 32209

Candra Darby - Director
8651 Stamford Court
JACKSONVILLE, FL 32244

Change:
Ava Parker to Ava L. Parker

The date of each amendment(s) adoption: 8/2/11
(date of adoption is required)

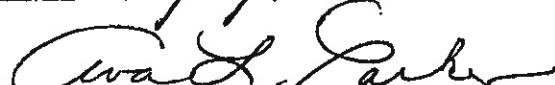
Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 8/3/11

Signature


(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Aral L. Parker

(Typed or printed name of person signing)

Director

(Title of person signing)

Articles of Amendment
to
Articles of Incorporation
of

A.M.E. HOUSING AGENCY OF FLORIDA, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

742601

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

n/a

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

n/a

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

n/a

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

n/a

(Florida street address)

New Registered Office Address:

n/a

(City)

, Florida n/a

(Zip Code)

12 MAY 30 AD 3:22
DIVISION OF
FLORIDA SECRETARY OF STATE
FEDERAL STATEMENTS
FILED - S-1000

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<u>X</u> Change	<u>PT</u>	<u>John Doe</u>
<u>X</u> Remove	<u>V</u>	<u>Mike Jones</u>
<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> n/a Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	n/a	n/a	n/a
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

See attached.

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

THIS AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS
OF A.M.E. HOUSING AGENCY OF FLORIDA, INC. (this "Amendment") is made
effective as of May 31, 2012 by the directors of the Company.

Recitals

A. A.M.E. Housing Agency of Florida, Inc. (the "Company") is a non-profit Florida corporation.

B. The Company operates pursuant to the terms of the Articles of Incorporation, filed with Florida Department of State on April, 28, 1978 (the "Articles"), as amended, and Bylaws of the Company (the "Bylaws"), as amended (collectively, the "Original Organizational Documents").

C. Except as otherwise provided in this Amendment, the words and terms defined in the Original Organizational Documents shall have the same meanings when used herein as are ascribed thereto in the Original Organizational Documents.

D. The Company has elected to refinance the multifamily housing project owned by the Company, commonly known as Morris Manor Apartments (the "Project") with a mortgage loan from CWCapital LLC, a Massachusetts limited liability company, in an amount not to exceed \$4,863,400.00 (the "HUD Loan") to be insured by the Secretary of Housing and Urban Development ("HUD") under Section 207, pursuant to Section 223(f), of the National Housing Act, as amended.

E. In connection with the closing of the HUD Loan, HUD has required that certain provisions of the Original Organizational Documents be amended, and the directors of the Company have agreed to amend the Original Organizational Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. A new Article XI shall be inserted in the Articles and a new Article XI shall be inserted in the Bylaws, as follows:

"Section 1: HUD PROVISIONS: The provisions of this Article 11 shall apply for so long as (and only for so long as) the Project is subject to a mortgage loan which is insured or held by the Secretary of Housing and Urban Development ("HUD"), its successors or assigns.

- (a) If any of the provisions of the organizational documents of the Company, including the Articles, the Bylaws, or any actions or resolutions of the Company (collectively, the "Organizational Documents") conflict with the terms of the \$4,863,400.00 HUD-insured Note (Multistate) from the Company to CWCapital LLC (the "Note"), the Open-End Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement securing the Note (the "Security Instrument"), or the Regulatory Agreement for Multifamily Housing Projects between the Company and HUD (the "HUD Regulatory Agreement" and, collectively with the Note and the Security Instrument, the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
- (b) So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval.
- (c) None of the following will have any force or effect without the prior written consent of HUD:
- a. Any amendment that modifies the term of Borrower's existence;
 - b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);
 - c. Any amendment that in any way affects the HUD Loan Documents;
 - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for all matters concerning the project which require HUD's consent or approval;
 - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Borrower entity; or
 - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).
- (d) The Company is authorized to execute the Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the HUD Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.
- (e) Any incoming member of the Company must, as a condition of receiving an interest in the Company, agree to be subject to the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other Members.

- (f) Notwithstanding any other provisions in the Organizational Documents, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not subject to or bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.
- (g) Each of the key principals of the Company identified in the HUD Regulatory Agreement is liable in his/her individual capacity to HUD to the extent set forth in the HUD Regulatory Agreement.
- (h) The Company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- (i) The Company has designated Bishop McKinley Young as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Company in all such matters. The Company may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Company will promptly provide HUD with the name of that person and the nature of that person's management authority.
- (j) Unless otherwise approved in writing by HUD, the Company's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of FHA Project No. 063-11075, located in the City of Jacksonville, State of Florida, and activities incidental thereto. The Company shall not engage in any other business or activity. The Project shall be the sole asset of the Company, which shall not own any other real estate other than the aforesaid Project.
- (k) Notwithstanding any provision in the Organizational Documents to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Company to provide indemnification under the Organizational Documents shall be limited to (i) coverage afforded under any insurance carried by the Company and (ii) available "surplus cash" as defined in the HUD Regulatory Agreement.
- (l) Neither Company, nor its members, partners, officers or directors, shall, without HUD's prior written approval, grant a security interest in any of Borrower's or the project's assets.

2. The Bylaws are hereby amended by deleting the words "eleven (11) and inserting "nine (9)" in replacement therefor in Article V, Section 1.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Directors of the Company have executed and delivered this Amendment as of the day and year first above written.

DIRECTORS:

Bishop McKinley Young

Bruce Havens
Bruce Havens

Ava L. Parker
Ava L. Parker

Craig Gibbs
Craig Gibbs

Joseph Sanchez
Joseph Sanchez

Frederick Richardson
Frederick Richardson

Canedra Darby
Canedra Darby

Pamela Prier
Pamela Prier

Sharon Brown
Sharon Brown

The date of each amendment(s) adoption: 05/31/2012

Effective date if applicable: 05/31/2012
(no more than 90 days after amendment file date)

(CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
 - There are no members or inmembers entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated May 31, 2012

Dated _____ Signature See attached for signatures

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

(Typed or printed name of person signing)

(Title of person signing)

Date Submitted: 2020-10-21 14:16:23.700 | Form Key: 7177



October 13, 2020

FLORIDA DEPARTMENT OF STATE

A.M.E. HOUSING AGENCY OF FLORIDA, INC.
Division of Corporations
9050 NORFOLK BLVD.
JACKSONVILLE, FL 32208

Re: Document Number 742601

The Articles of Amendment to the Articles of Incorporation of A.M.E. HOUSING AGENCY OF FLORIDA, INC., a Florida corporation, were filed on October 12, 2020.

This document was electronically received and filed under FAX audit number H20000354501.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Rebekah White
Regulatory Specialist II Supervisor
Division of Corporations Letter Number: 220A00020158

P.O. BOX 6327 – Tallahassee, Florida 32314

742601

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000354501 3)))



H200003545013ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

*RWhite
10/13/20*

From:

Account Name : SHUTTS & BOWEN, LLP
Account Number : 076447000313
Phone : (305) 358-9166
Fax Number : (305) 347-7766

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: GCohen@shutts.com

COR AMND/RESTATE/CORRECT OR O/D RESIGN

A.M.E. HOUSING AGENCY OF FLORIDA, INC.

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$35.00

((((H20000354501 3))))

AMENDMENT TO
ARTICLES OF INCORPORATION AND BYLAWS
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

THIS AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS OF A.M.E. HOUSING AGENCY OF FLORIDA, INC. (this "Amendment") is made effective as of September 30, 2020 by the directors of the Corporation.

Recitals

A. A.M.E. Housing Agency of Florida, Inc. (the "Corporation") is a non-profit Florida corporation.

B. The Corporation operates pursuant to the terms of the Articles of Incorporation, filed with Florida Department of State on April, 28, 1978, as amended by the Articles of Amendment to the Articles of Incorporation dated September 22, 1978, the Articles of Amendment to the Articles of Incorporation dated August 3, 2011, and as further amended by the Articles of Amendment to the Articles of Incorporation dated May 31, 2012 (collectively, as amended, the "Articles") and Bylaws of the Corporation (the "Bylaws"), as amended (collectively, the "Organizational Documents").

C. Except as otherwise provided in this Amendment, the words and terms defined in the Organizational Documents shall have the same meanings when used herein as are ascribed thereto in the Organizational Documents.

D. The directors of the Corporation have agreed to amend the Organizational Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Article II of the Articles is hereby deleted and replaced with the following:

ARTICLE II - CORPORATE PURPOSES, POWERS AND RIGHTS

2.1. This is a nonprofit Corporation, organized solely for the purpose of fostering low income housing, pursuant to the Florida Corporations Not for Profit Law set forth in Chapter 617 of the Florida Statutes, and any successor statute.

2.2. This Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations issued thereunder, or the corresponding section of any future United States Internal Revenue law. Without limiting the generality of the foregoing, the Corporation will foster and provide for lower income elderly persons, rental housing and related facilities and services specially designed to meet the physical, social, and psychological needs of the aged, and contribute to their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and

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operation thereof on a nonprofit basis. In connection with its purpose, the Corporation is a single asset entity that shall own and operate that certain project located at 9050 Norfolk Blvd., Jacksonville, Florida 32208, known as "Morris Manor".

2.3. The Corporation shall operate exclusively in any manner for such charitable and educational purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or under any corresponding provisions of any subsequent federal tax laws, covering the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code, as amended, including private foundations and private operating foundations.

2.2. The Corporation shall operate without regard to race, color, religion, age, disability, gender, sexual orientation, marital status, national origin or veteran status.

2.5. The Corporation shall carry out its functions such that no substantial part of the Corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

2.6. The Corporation may operate, participate in or manage any other programs or activities that are not prohibited by law and that do not conflict with the provisions of Section 501(c)(3) of the Code.

2.7. In order to further the purposes described above, the Corporation shall exercise all the powers enumerated in Section 617, Florida Statutes, as it now exists or is subsequently amended or superseded, and may do and perform such acts and have such powers as shall be desirable and necessary in furtherance of any of the powers herein above enumerated which are not in derogation of the laws of the State of Florida and which are necessary and desirable to carry out the purposes and responsibilities of the Corporation, including, but not limited to:

a. To buy, own, sell, assign, mortgage or lease any interest in real estate and personal property and to construct, maintain and operate improvements thereon necessary or incident to the accomplishment of the purposes set forth in this Article II.

b. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge or other lien on the property of the Corporation.

c. To do and perform all acts reasonably necessary to accomplish the purpose of the Corporation, including, without limitation, the execution of a promissory note, mortgage, deed of trust or security deed, and security agreement in order to secure a loan to be insured by the Secretary of the Department of Housing and Urban Development ("HUD") and to execute the Regulatory Agreement and other documents required by the Secretary of HUD. Such Regulatory Agreement and other instruments and undertakings shall remain binding upon the Corporation, its successors and assigns, so long as a mortgage on the property of the Corporation is insured or held by the Secretary of HUD. Moreover, in the event of any conflict between the terms of such note, mortgage, deed of trust or security deed, security agreement, or Regulatory Agreement (collectively, the

"HUD Loan Documents") and these Articles, the terms of the HUD Loan Documents shall control.

2. Article VI of the Articles is hereby deleted and replaced with the following:

ARTICLE VI - MANAGEMENT OF CORPORATE AFFAIRS

6.1. The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors as set forth in the Bylaws of the Corporation.

6.2. There will be no fewer than three (3) nor more than eleven (11) directors of this Corporation.

6.3. The Corporation shall have no members.

6.4. Directors shall be elected as provided for in the bylaws.

3. Article IX of the Articles is hereby deleted and replaced with the following:

ARTICLE IX - BYLAWS

9.1. The Board of Directors of the Corporation shall adopt such Bylaws for the conduct of the business of the Corporation in carrying out its purpose as the Board of Directors may deem necessary from time to time; provided, however, such Bylaws shall not be inconsistent with the provisions of these Articles.

9.2. The Board of Directors shall have the power to amend, alter, or rescind the Bylaws or adopt new Bylaws; provided, however, so long as a mortgage on the property of the Corporation is held or insured by the Secretary of HUD or any of the HUD Loan Documents remains in effect, the Bylaws of the Corporation shall not be inconsistent with the provisions of any of the HUD Loan Documents between the Corporation and the Secretary of HUD entered into pursuant to Article II hereof. In the event of any conflict between the terms of the HUD Loan Documents and the Bylaws, the terms of the HUD Loan Documents shall control.

4. A new Article XII shall be inserted in the Articles and a new Article X shall be inserted in the Bylaws, as follows:

ARTICLE XII - EARNINGS AND ACTIVITIES OF CORPORATION

12.1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

12.2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

12.3. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

12.4. Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

5. A new Article XIII shall be inserted in the Articles and a new Section XI shall be inserted in the Bylaws, as follows

ARTICLE XIII - DEDICATION OF ASSETS

The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof, nor to the benefit of any private individual.

6. A new Article XIV shall be inserted in the Articles and a new Section XII shall be inserted in the Bylaws, as follows.

ARTICLE XIV - DISTRIBUTION OF ASSETS

14.1. Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, including, without limitation, to an organization designated by the Board of Directors which is recognized as an exempt organization under Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes. Provided, however, the Corporation shall at all times so long as a mortgage on the property of the Corporation is held or insured by the Secretary of HUD have the power to convey its property to the Secretary of HUD or such Secretary's nominee, for exclusively public purposes. So long as the HUD Loan documents are in effect, the Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of the Secretary of HUD. Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the project, and no right to collect rents from the project, shall pass to any person who is not bound by the HUD Loan Documents in a manner satisfactory to the Secretary of HUD.

14.2. The Directors may authorize secured transactions or other dispositions of corporate assets.

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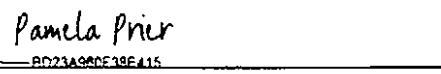
IN WITNESS WHEREOF, the Directors of the Corporation have executed and delivered this Amendment as of the day and year first above written.

DIRECTORS:

DocuSigned by:

10E17949E875A0E

Adam J. Richardson, Jr.

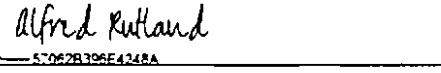
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Pamela Prier

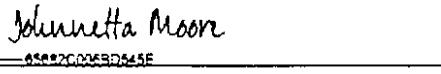
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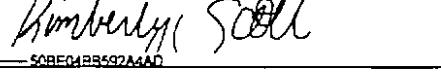
Craig Gibbs

DocuSigned by:

57062B306E4248A

Al Rutland

DocuSigned by:

4599270265D645E

Johnnetta Moore

DocuSigned by:

50BE04BB592A4AD

Kimberly Scott

Attachment 4

Date Submitted: 2020-10-21 14:16:23.700 | Form Key: 7177

**Department of State**

I certify from the records of this office that SHAG MORRIS MANOR, LLC, is a limited liability company organized under the laws of the State of Florida, filed on September 30, 2020.

The document number of this company is L20000297935.

I further certify that said company has paid all fees due this office through December 31, 2020, and its status is active.

Authentication Code: 720A00018957-100120-L20000297935-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of October, 2020



Ramona Lee
Secretary of State

Prior General Development Experience Chart					
Name of natural person Principal with the required experience:	Timothy Henzy				
Name of Developer Entity (for the proposed Development) for which the above individual is a Principal:		SHAG Morris Manor, LLC			
Name of Development	Location (City & State)	Program that Provided Financing	Total Number of Units	Year Completed	Federal Program such as Davis Bacon requirements and Environmental Review requirements applied? (Y/N)
Rivoli House Apartments	Hempstead, NY	9% LIHTC - HOME	112	1998	Y
Canterbury House	Staten Island, NY	9% LIHTC - FHLBNY	84	2000	
Bourne & Kenny Apartments	Newburg, NY	4% LIHTC	205	2002	
Eastman & Bixby Apartments	Poughkeepsie, NY	4% LIHTC	250	2004	
Levister Towers	Mt. Vernon, NY	4% LIHTC - HOME	500	2005	Y
Hathorn Court Apartments	Elmira, NY	4% LIHTC	250	2004	
RAIN Apartments for the Elderly	Bronx, NY	9% LIHTC	72	2007	
Nor-Ton & Scarfone Apartments	North Tonawanda, NY	9% LIHTC	250	2006	
Abby Towers - HUD 202 restructuring	New York, NY	4% LIHTC	100	2008	
Tri Veterans Housing	Rochester, NY	4% LIHTC	516	2009	
Shorehill Apts. - Mitchell Lama restructuring	Brooklyn, NY	4% LIHTC	558	2010	
Paumanack Village III	Huntington, NY	4% LIHTC	75	2009	
Paumanack Village II	Huntington, NY	4% LIHTC	150	2009	
Livonia Terrace	Brooklyn, NY	4% LIHTC	173	2010	
OUN	Bronx, NY	NYCHDC Reft	361	2010	
MINS	Bronx, NY	NYCHDC Reft	84	2010	
St. Luke's-HUD 202	Bronx, NY	4% LIHTC	81	2012	
Wartburg	Mt. Vernon, NY	4% LIHTC	61	2013	
Aurora	New York, NY	Year 15 Refi	178	2015	
Capitol Hall	New York, NY	4% LIHTC - HPD Subsidy	202	2015	
Cornerstone-HUD 202	Brooklyn, NY	4% LIHTC	150	2014	
Twin Parks SW	Bronx, NY	4% LIHTC	536	2015	Y
Brighton Towers	Rochester, NY	4% LIHTC	599	2015	
Maria Isabel	Bronx, NY	4% LIHTC	99	2015	
Braco-Linwood	Buffalo, NY	4% LIHTC	295	2015	
Lake Delray Apartments	Delray Beach, FL	4% LIHTC	404	2018	
Rutland Road	Brooklyn, NY	4% LIHTC	438	2018	Y
Century Sunrise	Johnson City, NY	4% LIHTC	105	2018	Y
Michelangelo Apartments	Bronx, NY	4% LIHTC	498	2018	Y
Temple Hill - BellaVista	Middletown & New Windsor, NY	4% LIHTC	162	2018	
Fort Schuyler House Apartments	Bronx, NY	4% LIHTC	139	2020	
Pineda Village	Cocoa, FL	9% LIHTC	144	2020	
Garden Walk Apartments	Cutler Bay, FL	4% LIHTC	228	2020	Y
Hialeah Towers	Hialeah & Hialeah Gardens, FL	4% LIHTC	252	2020	
Riverview Manor Apartments & Piotr Stadnitski Gardens	Buffalo, NY	4% LIHTC	212	2019	
The Palms of Deerfield Apartments	Deerfield Beach, FL	9% LIHTC	100	Under Construction	

Attachment 5

Prior Management Experience Chart

Name of Management Company with the Required Experience:					
Name of Development	City	State	# Units	Currently Managing	# Yrs
AMBERWOOD	ARAB	AL	70	Yes	31
BAPTIST OAKS	MOBILE	AL	53	Yes	35
BAPTIST RETIREMENT VILLAGE	GADSDEN	AL	55	Yes	27
BAPTIST RETIREMENT VILLAGE II	GADSDEN	AL	47	Yes	11
BEAVER DAM	ELBA	AL	30	Yes	24
BLUFF PARK	EUFALA	AL	66	Yes	31
B'NAI B'RITH HOUSE OF QUEENS	FLUSHING	NY	190	Yes	20
B'NAI B'RITH I	DEERFIELD BEACH	FL	100	Yes	24
B'NAI B'RITH II	DEERFIELD BEACH	FL	83	Yes	24
B'NAI B'RITH III	DEERFIELD BEACH	FL	88	Yes	12
BRANCH CREEK APTS	ATHENS	AL	55	Yes	7
BRENT GARDENS	CENTREVILLE	AL	50	Yes	23
CALVARY COMMUNITY	COLUMBUS	GA	108	Yes	35
CAMPUS TOWERS	JACKSONVILLE	FL	192	Yes	5
CAPITOL HEIGHTS	MONTGOMERY	AL	92	Yes	24
CAPITOL HEIGHTS II	MONTGOMERY	AL	50	Yes	11
CASA SAN PABLO	DAYTONA BEACH	FL	64	Yes	38
CASA SANTA MARTA	SARASOTA	FL	78	Yes	31
CASA SANTA MARTA II	SARASOTA	FL	52	Yes	23
CEDARS GREEN APTS	ANNISTON	AL	50	Yes	6
CEDARWOOD	ST GEORGE	SC	60	Yes	28
CENTRAL MANOR	DAYTONA BEACH	FL	154	Yes	23
CHEROKEE MANOR APT.	CENTRE	AL	50	Yes	7
CITY COURT I	TALLADEGA	AL	16	Yes	23
CLAIBORNE ARMS	THEODORE	AL	72	Yes	23
CREEKVIEW MANOR	TOWN CREEK	AL	40	Yes	23
CRYSTAL LAKE APTS	HOLLYWOOD	FL	190	Yes	1
CSP VILLAGE APTS	TUSCALOOSA	AL	40	Yes	10
DALEVILLE MANOR	DALEVILLE	AL	20	Yes	23
DALEWOOD ESTATES	ALBANY	GA	50	Yes	10
DEEDCO GARDENS	HOMESTEAD	FL	77	Yes	3
DEERFIELD	FT. PAYNE	AL	64	Yes	28
DOGWOOD	DECATUR	AL	60	Yes	28
EASEHOUSE	AUBURN	AL	100	Yes	35
EAST LAKE HOUSE	BIRMINGHAM	AL	66	Yes	23
EAST VILLAGE	DAVIE	FL	155	Yes	1
EASTWOOD	HEFLIN	AL	36	Yes	23
ELMWOOD	BILOXI	MS	100	Yes	24
EPISCOPAL CATHOLIC APTS	WINTER HAVEN	FL	199	Yes	12
EPISCOPAL PLACE	BIRMINGHAM	AL	100	Yes	40
EPISCOPAL PLACE II	BIRMINGHAM	AL	41	Yes	28
FAUSH-METROPOLITAN MANOR	BIRMINGHAM	AL	50	Yes	38
FLORIDA CHRISTIAN	JACKSONVILLE	FL	180	Yes	11
GARDEN OF HOPE	BIRMINGHAM	AL	62	Yes	14
GLEN EAST	DOTHAN	AL	39	Yes	9
GLEN EAST II	DOTHAN	AL	37	Yes	8
GREENTREE	COLUMBUS	MS	100	Yes	23
GRESHAM HILLS APTS	FLORENCE	AL	40	Yes	24
HENDERSONVIEW	HENDERSON	TN	70	Yes	31
HERITAGE (AL)	EUFALA	AL	40	Yes	23
HERITAGE (GA)	GRIFFIN	GA	120	Yes	28
HERMITAGE KNOLL	FLORENCE	AL	24	Yes	9
HERMITAGE OAKS	FLORENCE	AL	50	Yes	9

Name of Development	City	State	# Units	Currently Managing	# Yrs
HERMITAGE PLACE	FLORENCE	AL	60	Yes	9
HIGHLAND GARDENS II	DEERFIELD BEACH	FL	100	Yes	1
HIGHLAND MANOR	BIRMINGHAM	AL	111	Yes	43
HILLABEE TOWERS	ALEX CITY	AL	78	Yes	39
HOFFMAN HOTEL APTS	SOUTH BEND	IN	48	Yes	1
HOLY CROSS MANOR	PALMETTO	FL	68	Yes	14
HOLY CROSS MANOR II	PALMETTO	FL	68	Yes	9
ISLE PARKWAY	MOBILE	AL	48	Yes	31
JOHN CALVIN	HIXSON	TN	94	Yes	31
L.A. LEE TERRACE APARTMENTS	FORT LAUDERDALE	FL	65	Yes	1
LAKEWOOD	EUFULA	AL	50	Yes	23
LUMPKIN PARK	COLUMBUS	GA	192	Yes	9
MAIN AVENUE APTS	SYLACAUGA	AL	24	Yes	7
MARION GREEN APTS	MARION	IN	35	Yes	1
MCMILLON ESTATES	BIRMINGHAM	AL	64	Yes	21
MCMILLON ESTATES ANNEX	BIRMINGHAM	AL	38	Yes	16
MEADOWBROOK	ENTERPRISE	AL	66	Yes	31
MIDWAY GARDENS	OPELIKA	AL	50	Yes	23
MONTREAT	FLORENCE	AL	100	Yes	38
MORRIS MANOR	JACKSONVILLE	FL	168	Yes	2
MOUNT CARMEL GARDENS	JACKSONVILLE	FL	207	Yes	7
NESMITH PARK APTS	CULLMAN	AL	53	Yes	7
NEW PILGRIM	BIRMINGHAM	AL	123	Yes	40
NORMANDALE	MONTGOMERY	AL	80	Yes	28
OAKHAVEN	TIPTONVILLE	TN	38	Yes	31
OAKLAND PRESERVE	OAKLAND PARK	FL	80	Yes	1
OAKWOOD (AL)	OPELIKA	AL	36	Yes	31
OAKWOOD (MS)	CALHOUN CITY	MS	52	Yes	28
ORLANDO CLOISTERS	ORLANDO	FL	101	Yes	31
OXFORD HOUSE APTS	OXFORD	AL	43	Yes	7
OZARK MANOR	OZARK	AL	25	Yes	23
PIKEVILLE TOWNHOMES	PIKEVILLE	TN	70	Yes	31
PINE WOOD VILLAS	CUTLER BAY	FL	272	Yes	1
PINEVIEW	HATTIESBURG	MS	90	Yes	30
PLANT CITY LIVING CENTER	PLANT CITY	FL	42	Yes	23
PLANT CITY TOWERS	PLANT CITY	FL	75	Yes	31
PRAIRIE APTS I	SOUTH BEND	IN	128	Yes	1
PRAIRIE APTS II	SOUTH BEND	IN	96	Yes	1
PRESB. TOWERS DEC	DECATUR	AL	102	Yes	38
PRESBYTERIAN APTS I	NORTHPORT	AL	98	Yes	40
PRESBYTERIAN APTS II	NORTHPORT	AL	42	Yes	12
PRESBYTERIAN OAKS	TALLADEGA	AL	40	Yes	31
PRESBYTERIAN OAKS II	TALLADEGA	AL	25	Yes	16
PRESBYTERIAN OAKS III	TALLADEGA	AL	18	Yes	13
PRINCETON TOWERS	BIRMINGHAM	AL	240	Yes	7
PROGRESSO POINT	FORT LAUDERDALE	FL	76	Yes	1
RIVERS EDGE APARTMENTS	CAMDEN	SC	80	Yes	8
RIVERSIDE PARK	JACKSONVILLE	FL	90	Yes	31
RUSSEL ERSKINE	HUNTSVILLE	AL	69	Yes	6
SCOTTSBORO EAST	SCOTTSBORO	AL	50	Yes	31
SHELBY WOODS APTS	COLUMBIANA	AL	53	Yes	7
SMITH HEIGHTS	PERRY	GA	50	Yes	28
SPRING GROVE APTS	FORT PAYNE	AL	53	Yes	7
ST. ANDREWS RESIDENCE	WEST PALM BEACH	FL	177	Yes	35
ST. ANTHONY GARDEN COURT	ST. CLOUD	FL	50	Yes	9
ST. GILES	PINELLAS PARK	FL	106	Yes	39

Name of Development	City	State	# Units	Currently Managing	# Yrs
ST. GILES II	PINELLAS PARK	FL	88	Yes	10
ST. JAMES RESIDENCE	WEST PALM BEACH	FL	148	Yes	35
ST. JOHN XXIII	FT. MYERS	FL	68	Yes	8
ST. JOSEPH GARDEN COURTS	ORLANDO	FL	79	Yes	12
ST. MARY'S COURT	WASHINGTON	DC	140	Yes	7
ST. MARY'S WOODS ESTATES	COLUMBUS	GA	49	Yes	21
SUNDALE MANOR	JACKSONVILLE	FL	90	Yes	11
SYLVIA WORD MANOR	VALLEY	AL	50	Yes	25
TALLADEGA COLLEGE HILLS	TALLADEGA	AL	40	Yes	19
TALLMAN PINES I	DEERFIELD BEACH	FL	176	Yes	1
TALLMAN PINES II	DEERFIELD BEACH	FL	24	Yes	1
TANGLEWOOD	DOOTHAN	AL	72	Yes	23
THE OAKS	ST. AUGUSTINE	FL	33	Yes	5
THE PINES	BESSEMER	AL	100	Yes	30
TIMOTHY MANOR	OPELIKA	AL	50	Yes	25
TOWNSQUARE	HARRISBURG	AR	40	Yes	28
TROY MANOR	TROY	AL	50	Yes	28
VILLA ASSUMPTA	JENSON BEACH	FL	100	Yes	11
VILLA FRANCISCAN	RIVIERA BEACH	FL	85	Yes	11
VILLA MADONNA	GREENACRES	FL	99	Yes	11
VILLA MARIA	BIRMINGHAM	AL	64	Yes	35
VILLA MARIA II	BIRMINGHAM	AL	57	Yes	13
VILLA REGINA	WEST PALM BEACH	FL	106	Yes	11
VILLA SAN CARLOS	PORT CHARLOTTE	FL	50	Yes	31
VILLA SAN CARLOS II	PORT CHARLOTTE	FL	54	Yes	25
VILLA SAN MARCOS	VENICE	FL	80	Yes	18
VILLA SETON	PORT ST. LUCIE	FL	49	Yes	11
VILLA VINCENTE	FT. MYERS	FL	60	Yes	17
VILLAGE SQUARE	RUSSELLVILLE	AL	64	Yes	11
W. CLYDE WILLIAMS TERRACE	FAIRFIELD	AL	100	Yes	7
WILLOW CREEK	MOBILE	AL	40	Yes	23

Attachment 6



U. S. Department of Housing and Urban Development
Jacksonville Field Office, 4HHMLA
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4410

September 17, 2020

Adam J. Richardson, Jr.
President
A.M.E. Housing Agency of Florida, Inc.
9050 Norfolk Blvd.
Jacksonville, FL 32208

Re: Development: Morris Manor
Section 8 Project Number: FL290344201

Florida Housing RFA# 2020-204 for the Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments

Dear Bishop Richardson:

We understand that you are applying to Florida Housing Finance Corporation for the rehabilitation/preservation of 168 units to be known as Morris Manor. Please find the required information below:

- (i) **Name of the Development:** Morris Manor
- (ii) **Address of the Development:** 9050 Norfolk Blvd., Jacksonville, FL 32208
- (iii) **Year built:** 1980
- (iv) **Total number of units that currently receive PBRA:** 168 of the 168 units in Morris Manor currently receive PBRA through Housing Assistance Payment (HAP) Contract # FL290344201.
- (v) **Total number of units that will receive PBRA if the proposed Development is funded:** The 168 existing units of the 168 units in the proposed new development, if funded by Florida Housing, will continue to receive HUD PBRA under a HAP Contract.
- (vi) **All HUD financing programs originally and/or currently associated with the existing development:** The development was originally financed with a HUD Section 202 loan and was refinanced in 2012 with a HUD 223(f) loan. Please note that this is not a USDA site and has never received RD financing.

- (vii) **Confirmation that the Development has not received financing from HUD after 1996 where the rehabilitation budget was at least \$10,000 per unit in any year.** The property, located at the address referenced above, has not received financing from HUD after 1996 where the rehabilitation budget was at least \$10,000 per unit in any one year.

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

Sincerely,



Asia Veal
c=US, cn=Asia Veal, o=US Dept of HUD,
ou=Account Executive,
email=Asia.L.Veal@HUD.gov
Jacksonville FL
2020.09.17 12:19:09 -04'00'

Attachment 7

NOT APPLICABLE

Attachment 8

FLORIDA HOUSING FINANCE CORPORATION
Site Control Certification Form

As of the Application Deadline for this RFA, the Applicant entity Morris Manor, LLLP

has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.

Darren Smith

Signature of Authorized Principal Representative

Darren Smith

Name (typed or printed)

Authorized Member

Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (the “Agreement”) made as of the 15 day of October, 2020 (the “Effective Date”), by and between **A.M.E. HOUSING AGENCY OF FLORIDA, INC**, a Florida not-for-profit corporation, having an address at 9050 Norfolk Blvd., Jacksonville, Florida 32208 (the “Seller”) and **Morris Manor, LLLP**, a Florida limited liability limited partnership, having an address at 1100 NW 4th Avenue, Delray Beach, Florida 33444, and/or its assigns (the “Purchaser”).

1. Description of Property. Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser, on the terms and conditions hereinafter stated, all of the following: (a) a portion of those certain premises located at 9050 Norfolk Blvd., Jacksonville, Florida 33208, Duval County, Florida, commonly known as “Morris Manor” as more particularly depicted on **Exhibit “A”** attached hereto and made a part hereof, being a portion of the property assessed under Duval County tax folio no. 037972-0000; together with all right, title and interest of Seller in and to any land lying in the bed of any street (opened or proposed) adjacent to or abutting or adjoining such premises, together with all rights, privileges, rights of way and easements appurtenant to such premises belonging to Seller, including, without limitation, all minerals, oil, or gas on or under such premises, development rights, air rights, water rights, and any easements, rights of way or other interests in, on, or under any land, highway, alley, street, or right of way abutting or adjoining such premises, (b) all buildings and other improvements located thereon (the items referred to in (a) and (b) above being collectively referred to herein as the “Real Property”), (c) all items of personal property owned by Seller that are appurtenant to the ownership, operation, and use of the Real Property including, without implied limitation, all furniture, fixtures, equipment, machines, laundry equipment, apparatus, appliances, supplies, and personal property of every nature and description and all replacements thereof, and including any telephone numbers assigned to the Trade Names (as defined below) (all of the foregoing, the “Personal Property”), (d) all of Seller’s right, title and interest in that certain Housing Assistance Payments Contract Number FL-290344201 having an effective date of February 1, 2017 (the “HAP Contract”), and (e) any intangible property owned by Seller that is appurtenant to the ownership, operation, and use of the Premises including the trade name “Morris Manor”, any plans and specifications, surveys, catalogs, booklets, and manuals with respect to the maintenance, use, occupancy and operation of the Real Property, permits, licenses, approvals, guaranties, tenant security deposits, warranties, contracts, lease agreements, utility contracts, or other rights relating to the ownership, use, or operation of the Real Property (collectively, the “Intangibles”). All items referred to in clauses (a) through (e) herein are sometimes collectively referred to as the “Property”.

2. Pre-Development Activities. Seller acknowledges that Purchaser has performed, and will continue to perform, certain pre-development activities pertaining to the Property as consideration for Seller’s agreement to enter into this Agreement in lieu of placing an earnest money deposit with Seller or an escrow agent.

3. Purchase Price. The aggregate purchase price to be paid by Purchaser to Seller for the Property shall be Nine Million Six Hundred Twenty-Eight Thousand and No/100 (\$9,628,000.00) (the “Purchase Price”), subject to adjustment as provided below. The Purchase

Price, subject to prorations, adjustments and credits as set forth herein, shall be paid on the Closing Date as follows:

(a) The outstanding principal balance at Closing of the first mortgage loan encumbering the Property, with a current outstanding principal balance of approximately \$4,111,284.00, together with accrued interest thereon in readily available cash funds; plus

(b) The balance of the Purchase Price shall be financed by Seller subject to the provisions of Section 4 herein (the "Seller Financed Amount").

Notwithstanding the above-referenced Purchase Price, the parties acknowledge that the Purchase Price is subject to adjustment and shall be the "AS-IS" value determined by an appraisal of the Property obtained by Florida Housing Finance Corporation ("Florida Housing") as part of Florida Housing's credit underwriting report to be issued in connection with the allocation of Tax Credits (as defined below).

4. Seller Financing. At the Closing, Purchaser shall execute a promissory note in favor of Seller in an amount equal to the Seller Financed Amount, which note shall: bear interest at a per annum rate equal to the long term applicable federal rate in effect at Closing; have a term of fifty-five (55) years; and otherwise be in substantially the form attached hereto as **Exhibit "B"** (the "Seller Note"). The Seller Note shall be secured by a subordinate mortgage encumbering the Property (the "Seller Mortgage").

5. Permitted Encumbrances. At Closing, Seller shall deliver the Property by duly executed special warranty deed (the "Deed") in proper form for recording, executed and acknowledged by Seller with all stamps required by state and local law in the proper amount affixed thereto by Seller at Seller's expense, conveying good and clear record, marketable and insurable title to the Property, free and clear of all liens, claims, easements, limitations, restrictions or encumbrances whatsoever, except for the following, all of which shall be deemed the "Permitted Exceptions":

(a) real estate taxes and assessments for the year of Closing and subsequent years not yet due and payable;

(b) zoning restrictions and prohibitions imposed by governmental authority;

(c) those agreements, covenants, conditions, easements, restrictions, rights of way, burdens or reservations affecting the Property, or the use thereof, of record and any other matters existing of record, which are not required to be discharged by the Seller;

(d) all other fees and charges (including but not limited to any municipal betterments) assessed or imposed by a public body upon the Property or the operation thereof for the then current year and or future years and not yet due and payable at Closing;

(e) any matters which an accurate survey of the Property would disclose;

(f) the terms and provisions of any tenant leases on the Property, as tenants only without any options to purchase or rights of first refusal (the "Leases");

(g) all of Seller's right, title and interest in the HAP Contract; and

(h) any matter disclosed by the Title Commitment or by the Survey (as such terms are defined below) which are not timely specified in Purchaser's written notice to Seller as set forth in paragraph 7(c) hereof.

6. Sale Subject to HAP Approval. Purchaser shall have until Closing to obtain the unconditional written approval and consent of any governmental agency required for the valid assignment by Seller and assumption by Purchaser of Seller's interest in and obligations pursuant to the HAP Contract (the "HAP Approval"). If HAP Approval is not obtained prior to Closing, Purchaser may terminate this Agreement by giving written notice thereof to Seller, and all rights, duties and obligations of Purchaser and Seller under this Agreement will immediately terminate, except those that expressly survive termination.

7. Title Commitment and Survey.

(a) Purchaser and Seller acknowledge that the exact legal description of the Land to be purchased by the Purchaser has not yet been determined. Within thirty (30) days after the Effective Date, Purchaser shall (at its sole cost and expense) commission and present to Seller a metes and bounds description of the Real Property and site sketch prepared by a Florida licensed surveyor (the "Legal Description"). Such Legal Description shall for all purposes become and be the legal description of the Property under this Agreement, once accepted by Seller, which acceptance shall not be unreasonably withheld, conditioned or delayed. Seller's failure to object in writing to the Legal Description within five (5) days following receipt of same shall be deemed Seller's approval of the Legal Description. Upon request by Purchaser, Seller shall execute an amendment to this Agreement confirming the description of the Property.

(b) Within thirty (30) days following Seller's acceptance of the Legal Description, Purchaser shall obtain, at Purchaser's expense, an ALTA marketability title insurance commitment (the "Title Commitment") with a fee owner's title insurance policy (the "Owner's Title Policy") and mortgagee title insurance policy insuring Seller as the mortgagee under the Seller Mortgage (the "Loan Policy"), the premiums of which are to be paid by Purchaser at Closing, issued by a nationally recognized title insurance company (the "Title Company"). The Title Commitment shall show Seller to be vested with marketable and insurable fee simple title to the Property, insurable in an amount equal to the Purchase Price in accordance with the standards adopted from time to time by The Florida Bar, at standard rates.

(c) Within sixty (60) days after the date of this Agreement, Purchaser may, at Purchaser's expense, obtain a survey (the "Survey") of the Property prepared by a Florida licensed land surveyor. Purchaser shall provide a copy of the Survey to Seller promptly following Purchaser's receipt of same.

(d) Purchaser shall have until the expiration of the Inspection Period to examine the Title Commitment and Survey. If Purchaser objects to any matters shown on the Title Commitment and/or Survey, Purchaser shall, no later than the end of such period, notify Seller in writing specifying the objections (the "Title Objections"). Any matters as to which Purchaser does not so object within such period shall be deemed "Permitted Exceptions". Within

ten (10) days after Seller's receipt of Purchaser's notice of Title Objections, Seller shall advise Purchaser in writing that: (i) Seller shall cause the Title Objections to be removed or remedied; or (ii) Seller shall not cause the Title Objections to be removed or remedied (except for those matters which Seller is required to remove or remedy pursuant to Section 7(f) below). If Seller does not notify Purchaser in writing of its election within the ten (10) day period, Seller shall be deemed to have elected not to cause any or all of the Title Objections to be removed or remedied. If Seller elects not to cause the Title Objections to be removed or remedied, Purchaser shall have five (5) days after receipt of Seller's notice (or lack of notice as the case may be) of which Title Objections it will not cure, to elect in writing, to: (x) proceed with the purchase and acquire the Property subject to the Title Objections which Seller has not agreed to cure, without a reduction in the Purchase Price; (y) terminate this Agreement by written notice to Seller and Escrow Agent, whereupon both parties shall be released from all further obligations under this Agreement, except those which specifically survive termination of this Agreement; or (z) allow Seller additional time to cure such Title Objections.

(e) Notwithstanding anything to the contrary contained herein, Seller shall be required to cause to be removed or remedied any mortgages, judgment liens, construction liens and other liens provided for by statute, code or ordinance, or created by express grant in writing, all to the extent any of the foregoing constitute liens or encumbrances upon the Property.

8. Inspections and Inspection Period.

(a) Purchaser will have until 5:00 p.m. Eastern Standard Time on the ninetieth (90th) day following Effective Date (the "Inspection Period"), during which Purchaser may examine any and all property documents. During the Inspection Period, Seller shall provide access to Purchaser and Purchaser's consultants and agents to the Property and all property documents.

(b) At all reasonable times and upon reasonable prior notice (which notice may be verbal or written) from Purchaser to Seller or Seller's manager or agents, Purchaser and Purchaser's contractors, consultants, employees and agents shall be, during the Inspection Period (and thereafter if this Agreement is not terminated), entitled to enter upon the Property and the Improvements, and any portions thereof, and to conduct such tests, studies, and analyses, including, but not limited to, soil tests, environmental and hazardous material (including asbestos) tests, studies and analyses, and to take any and all other steps or actions determined by Purchaser to be necessary, proper, or appropriate to determine the feasibility (economic or otherwise) of the acquisition of the Property by Purchaser. All such reports and tests obtained by Purchaser shall be the exclusive property of Purchaser; however, Purchaser shall provide copies of all reports and tests to Seller, at no cost to Seller, if requested within ten (10) days following the termination of this Agreement.

(c) Purchaser shall cause to be repaired any physical damage to the Property and/or Improvements caused by such activities. The provisions of this subparagraph (c) shall survive the termination of this Agreement.

(d) At any time prior to the expiration of the Inspection Period, Purchaser may, in its sole and absolute discretion, and for any reason or for no reason whatsoever,

terminate this Agreement upon written notification to Seller, and all rights, duties and obligations of Purchaser and Seller under this Agreement will immediately terminate, except for those which specifically survive termination.

9. Purchaser's Conditions to Closing. Without limiting any of the other conditions to Purchaser's obligations to complete the Closing set forth in this Agreement, the obligations of Purchaser under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions:

- (a) HAP Approval shall have been obtained;
- (b) Purchaser shall have entered into a new twenty (20) year HAP Contract; and
- (c) Purchaser shall have satisfied or waived in writing the "Tax Credit Contingency." For purposes of this Agreement, the term "Tax Credit Contingency" means, collectively: (i) an award from Florida Housing in connection with Request for Applications Nos. 2020-204 issued by Florida Housing for Federal Income Tax Credits under the Low Income Housing Tax Credit Program (the "Tax Credits") in an amount sufficient, in Purchaser's sole and absolute discretion, to enable Purchaser to acquire the Property and rehabilitate the improvements on the Property in accordance with Purchaser's plans therefor, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (ii) a binding commitment acceptable to Purchaser in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

Purchaser shall, however, have the right to waive in writing; the conditions set forth this Section 9, in whole or in part. If such conditions have not been satisfied or waived, in whole or in part, on or prior to Closing, Purchaser shall have the right (i) to terminate this Agreement by giving written notice to Seller, and the parties shall be released of all further obligations each to the other under this Agreement, or (ii) proceed to Closing, whereby the condition(s) not otherwise satisfied shall be deemed waived by Purchaser. Notwithstanding the foregoing to the contrary, under no circumstances shall the Closing Date be extended due to such failure to satisfy or waive the Closing conditions set forth in this Section 9, unless agreed to by Purchaser and Seller in writing.

10. Closing; Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before December 31, 2021 or at such earlier time as Purchaser and Seller agree in writing (the "Closing Date").

11. Closing Costs; Apportionment, Prorations and Adjustments.

(a) Allocation of Closing Costs. Unless otherwise provided herein, Seller and Purchaser shall allocate all closing costs between them as of the Closing Date as follows:

(i) Seller shall pay: (i) documentary stamp taxes on the Deed; (ii) the costs of recording any instruments necessary to clear title; and (iii) its own attorneys' fees incurred in connection with this transaction.

(ii) Purchaser shall pay the costs of: (i) the Survey, and any reports and inspections ordered by or through Purchaser; (ii) title search and title examination fees, all title insurance premiums, including any endorsements thereto, with respect to any title policies to be issued in connection with the purchase or financing of the Property; (iii) any documentary and intangible taxes and any other costs associated with any loans (including the Seller Note and Seller Mortgage); (iv) the cost of recording the Deed; and (v) its own attorneys' fees incurred in connection with this transaction.

(iii) All governmental and quasi-governmental improvement liens which have been certified, confirmed or ratified as of the date of the Closing shall be paid by Seller. Pending governmental and quasi-governmental improvement liens shall be assumed by Purchaser.

(iv) Real property taxes are to be prorated on a daily basis between Seller and Purchaser as of midnight on the date of the Closing. Real property taxes shall be prorated on the basis of the then current year's tax bill, if available. If the Closing shall occur at a date when the then current year's taxes are not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, the taxes will be prorated upon the basis of the taxes for the most recent calendar year; provided, however, any tax proration based upon an estimate may at the request of either party be promptly readjusted when the current taxes are ascertained, and a statement to the effect is to be set forth on the Closing Statement.

(v) Rents (including any amounts due under the HAP Contract) for the month in which the Closing Date occurs (the "Closing Month") shall be prorated as of the Closing Date. Such proration at Closing shall be made based on the amounts actually collected as of the Closing Date, but the closing statement shall provide for the parties to cooperate with each other to provide for a comparable reconciliation and proration of rents for the Closing Month as additional sums are received.

(vi) Charges under any contracts which Purchaser has agreed to assume, if any, shall be prorated as of the Closing Date (the "Contracts").

(vii) Income from vending machines and tenant services, if any, shall be prorated as of the Closing Date.

(viii) Seller shall be responsible for all utility costs accruing prior to the Closing Date, and Purchaser shall be responsible for all such costs accruing after the Closing Date. The utilities will be prorated upon the basis of the utility costs for the most recent calendar month; provided, however, any proration based upon an estimate may at the request of either party be promptly readjusted when the current utilities are ascertained, and a statement to the effect is to be set forth on the Closing Statement.

(ix) At Closing, Purchaser shall receive a credit against the Purchase Price in an amount equal to all unapplied security deposits under any leases affecting the Property that shall be in effect after the Closing.

12. **Brokers.** Each party represents hereby to the other that neither party has dealt with any broker, consultant, finder, or like agent with respect to the transactions contemplated by this Agreement. Each party hereto agrees to indemnify and hold the other harmless from any claims or demands for any such commissions or fees by any person or entity claiming to have dealt with the indemnifying party. The provisions of this Section shall survive Closing or the termination of this Agreement.

13. **Documents to be Delivered.**

(a) **Seller Deliveries.** At the Closing, simultaneously with the payment of the Purchase Price by Purchaser to Seller, each party comprising Seller shall deliver or cause to be delivered the following documents and other items, all in form and substance reasonably acceptable to Purchaser: (i) the Deed conveying insurable and marketable fee simple title to all of the Real Property, subject only to the Permitted Exceptions; (ii) a bill of sale conveying any Personal Property; (iii) an assignment of Seller's right, title, and interest in and to the Intangibles; (iv) appropriate evidence of Seller's corporate existence and authority to sell and convey the Property; (v) a duly executed certificate required under the Foreign Investors in Real Property Tax Act of 1980, as amended; (vi) assignment of the HAP Contract; (vii) a closing statement executed by Seller showing all monies paid and to be paid in connection with the transaction contemplated hereby (the "Closing Statement"); (viii) corrective title instruments or documents, if any, necessary to satisfy any requirements under a title commitment for the Property; and (ix) such other documents as are customarily given in comparable transactions in Duval County, Florida and contemplated by this Agreement.

(b) **Purchaser Deliveries.** Purchaser shall deliver: (i) the Purchase Price adjusted for all appropriate prorated items, credits and adjustments; (ii) executed counterpart of the Closing Statement; (iii) executed originals of the Seller Note, and the associated Seller Mortgage; and (iv) assumptions of the HAP Contract and any associated use agreements.

14. **Successors; Assigns; Assignment.** Purchaser shall have the right to assign this Agreement without the prior written consent of Seller so long as the assignee is an affiliate of Purchaser that is controlled by the same persons or entities that control the general partner of Purchaser and its sole member. Purchaser may not otherwise assign this Agreement or any of the rights or benefits thereof, to any third party either before or after the Closing without the prior written consent of Seller.

15. **Default.**

(a) **Effect of Seller Breach/Default.** In the event Seller fails to convey title to the Property in default of its obligations hereunder, or in the event of any default by Seller of Seller's obligations (which default is not cured by Seller after ten (10) days' written notice by Purchaser to Seller of such default), Purchaser shall have the following rights and remedies:

(i) Purchaser shall have the right to terminate this Agreement by written notice to Seller, or

(ii) Purchaser shall have the right to specifically enforce this Agreement, or

(iii) Purchaser shall have the right to waive the default, and proceed to Closing in accordance with the provisions of this Agreement without any abatement of the Purchase Price or any right to recover damages.

(b) Effect of Purchaser Breach/Default. In the event that this transaction fails to close due to a refusal or default on the part of Purchaser, the pre-development activities conducted by Purchaser which have enhanced the value of the Property shall be agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Agreement, neither Purchaser nor Seller shall have any further obligation under this Agreement. Purchaser and Seller acknowledge that if Purchaser defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the value of the Purchaser's pre-development activities most closely approximates the amount necessary to compensate Seller in the event of such default. Purchaser and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

16. Casualty; Condemnation.

(a) Seller assumes the risk of loss due to fire or other casualty up to the Closing Date. If the loss as to the Property is \$50,000.00 or less, as determined by the adjuster for the casualty insurance carrier for Seller, the parties shall proceed to Closing, subject to and in accordance with the terms and conditions of this Agreement, and Seller shall assign to Purchaser at Closing the proceeds of any insurance policy then in effect and provide Purchaser at Closing with a credit in the amount of any applicable deductibles. If the loss as to the Property exceeds \$50,000.00, as determined by such adjuster, Purchaser shall have the right to: (x) terminate this Agreement, and neither party shall have any further obligations to the other (except for those obligations which expressly survive termination of this Agreement); or (y) proceed with the purchase of the Property, in which event Seller shall assign to Purchaser at Closing the proceeds of any insurance policy then in effect and provide to Purchaser at Closing a credit in the amount of any applicable deductibles. Unless Purchaser elects by written notice to Seller delivered within fifteen (15) days after Purchaser's receipt of written notice from Seller of such loss, Purchaser shall be deemed to have elected to terminate this Agreement.

(b) In the event that prior to Closing, any or all of the Property is taken as a result of condemnation or eminent domain proceedings or if notice of such a taking is received by Seller, then Purchaser may, by written notice to Seller, elect to: (x) terminate this Agreement, and neither party shall have any further obligations to the other (except for those obligations which expressly survive termination of this Agreement); or (y) proceed with the purchase of the Property, in which case Seller shall, at Closing, assign to Purchaser all of Seller's right, title and interest in and to any awards made on account of the taking. Unless Purchaser elects by written notice to Seller delivered within fifteen (15) days after Purchaser's receipt of written notice from Seller of such condemnation or eminent domain proceedings, Purchaser shall be deemed to have elected to terminate this Agreement.

17. Notices. Any notices to be given to either party in connection with this Agreement must be in writing and given by hand delivery, Federal Express (or equivalent service), certified mail, or electronic transmission (with confirmation of delivery and read receipt). Such notice shall be deemed to have been given and received three days after a certified

letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, or if hand delivered, delivered by Federal Express or other equivalent service or by electronic transmission, when actually received. Such notices shall be given to the parties at the following addresses, or to such other address as a party may specify by duly given notice:

As to Purchaser:

Morris Manor, LLLP
1100 NW 4th Avenue
Delray Beach, FL 33444
Attn: Darren Smith
E-mail: dsmith@smithhenzy.com

As to Seller:

A.M.E. Housing Agency of Florida, Inc.
9050 Norfolk Blvd.
Jacksonville, Florida 32208
Attn: Adam J. Richardson, Jr.

18. Time is of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

19. Captions and Section Headings. Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

20. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by e-mail (pdf) or facsimile transmission shall constitute effective execution and delivery of this Agreement and signatures of the parties transmitted by e-mail (pdf) or facsimile shall be deemed to be originals for all purposes.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

23. Governing Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida without application of conflict of laws principles. Venue for any litigation under this Agreement shall be in Duval County, Florida.

24. Gender. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

25. Entire Agreement. All understandings and agreements heretofore made between the Parties are merged in this Agreement. This Agreement contains and sets forth the entire understanding between Seller and Purchaser, and it shall not be changed, modified or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification or amendment is sought. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

26. Relationship. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser other than the relationship of a buyer and seller of real and personal property as set forth in this Agreement.

27. Modification. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

28. Saturday, Sundays and Holidays. In the event that any date herein provided occurs on a Saturday, Sunday or legal holiday, then such date shall be deemed extended to the next full business day thereafter occurring.

29. NO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ACCEPTANCE OF THIS AGREEMENT.

30. Attorney's Fees. In connection with any litigation brought to enforce or interpret this Agreement, before or after Closing, the prevailing party shall be entitled to recover all costs therein incurred including reasonable attorneys' fees at trial and on appeal.

31. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[The remainder of this page is intentionally left blank. Signatures appear on following pages.]

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

SELLER:

A.M.E. Housing Agency of Florida, Inc., , a

Florida not-for-profit corporation

DocuSigned by:

By: 

32E1D9496B75406...

Adam J. Richardson, Jr.

President

Dated: October 15, 2020

PURCHASER:

Morris Manor, LLLP, a Florida limited liability limited partnership

By: SHAG Morris Manor, LLC,
a Florida limited liability company,
its Special Limited Partner

By: 
Darren Smith
Authorized Member

Dated: October 15, 2020

Exhibit "A"

Depiction of the Land



Exhibit "B"

Seller Note Form

PROMISSORY NOTE

[\\$_____], _____, 20_____, Florida

FOR VALUE RECEIVED the undersigned **MORRIS MANOR, LLLP**, a Florida limited liability limited partnership ("Maker"), having an address at 1079 Mulberry Way, Boca Raton, FL 33486, promises to pay to the order of _____, together with any other holder hereof ("Holder"), at _____, or such other place as Holder may from time to time designate in writing, the principal sum of [_____] **NO/100 DOLLARS (\$_____)** (the "Principal"), plus interest on the outstanding principal balance at the rate of [____ %] per annum, **[compounding annually]** ("Interest" or "Interest Rate"), to be paid in lawful money of the United States of America in accordance with the terms of this Promissory Note (the "Note").

Maker shall make annual payments of Principal and Interest (each, an "Annual Payment" and collectively, the "Annual Payments"), but such payments shall be payable only to the extent of seventy-five percent (75%) of Available Cash Flow (as hereinafter defined). Any remaining interest and all outstanding principal if not sooner paid shall be due and payable on _____, 20____ (the "Maturity Date"). For purposes of this Note, "Available Cash Flow" shall mean, with respect to any payment period, of all revenues of the Maker remaining after paying, or setting aside funds for paying all of the priorities enumerated in Section _____ [**Insert Waterfall Provisions**] of Maker's First Amended and Restated Agreement of Limited Partnership dated as of _____, 20____ (the "Partnership Agreement") with respect to the Morris Manor Project, deferred developer fees payable to [_____], and all amounts due and owing to Maker's limited partners pursuant to the Partnership Agreement.

The first Annual Payment will be due on June 30, 20____ (the "First Annual Payment Date"). For purposes of calculating the Available Cash Flow payable on the First Annual Payment Date, such amount will be based on the Available Cash Flow from the date hereof through December 31, 20_____. Subsequent Annual Payments shall be due on the 30th of each June for each subsequent calendar year (the "Annual Payment Date") thereafter through the Maturity Date, based on the amount of Available Cash Flow for the preceding calendar year, such that, by way of example, the Annual Payment due on June 30, 20____ will be based on the Available Cash Flow from January 1, 20____ through December 31, 20_____. The Maker agrees to provide annually to Holder, the audited financial statements of Maker in order to determine the payment due hereunder. Such audited financial statements shall be provided no later than May 31 of each year, from May 31, 20____ through the Maturity Date.

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Maker shall have no obligation to pay interest or payments in the nature of interest in excess of the maximum rate of interest allowed to be contracted for by law, as changed from time to time, applicable to this Note (the "Maximum Rate"). Any interest in excess of the

Maximum Rate paid by Maker ("Excess Sum") shall be credited as a payment of principal, or, if Maker so requests in writing, returned to Maker, or, if the indebtedness and other obligations evidenced by this Note have been paid in full, returned to Maker together with interest at the same rate as was paid by Maker during such period. Any Excess Sum credited to Principal shall be credited as of the date paid to Holder. The Maximum Rate varies from time to time and from time to time there may be no specific maximum rate. Holder may, without such action constituting a breach of any obligations to Maker, seek judicial determination of the Maximum Rate of interest, and its obligation to pay or credit any proposed excess sum to Maker.

The "Default Interest Rate" shall be four percent (4%) per annum above the Interest Rate.

Holder shall have the right to declare the total unpaid balance of this Note to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due, taking into account applicable grace periods, any payment of Principal or Interest or other amount due hereunder; or upon the occurrence of an event of default, which is not cured prior to the expiration of any applicable cure periods, pursuant to this Note and other documents now or hereafter evidencing, or securing this Note (the "Loan Documents"). Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment under this Note not paid when due (at maturity, upon acceleration or otherwise) taking into account applicable grace periods shall bear interest at the Default Interest Rate from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay Holder a late charge of five percent (5%) of any required payment which is not received by Holder within ten (10) days of the due date of said payment. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence. In the event that this Note is collected by law or through attorneys at law, or under their advice, Maker agrees, to pay all reasonable costs of collection, including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

This Note may be paid in whole or in part at any time by Maker without penalty. Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due, and shall not affect the right of Holder to pursue all remedies available to it hereunder or at law or in equity.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No action or omission of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting

a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, whether required or otherwise, may be given in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties at the addresses provided herein.

The term "other person liable for payment of this Note" shall include any endorser, surety or other person now or subsequently primarily or secondarily liable for the payment of this Note, whether by signing this Note or any other instrument.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment of any amounts then due and payable in connection with the indebtedness evidenced by that certain Promissory Note dated as of _____, 20_____, in the original principal amount of \$_____ issued by Maker and payable to _____
_____.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment of this Note respectively, hereby (a) expressly waive any presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of any collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment of this Note, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment of this Note or to attempt to realize on any collateral for this Note.

BY EXECUTING THIS NOTE, MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS HEREUNDER SHALL BE

EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

This Note is a nonrecourse obligation of Maker. Neither Maker, nor any of its general or limited partners, shall have personal liability for repayment of the Note. Any indemnification obligation of Maker and/or its partners under any of the Loan Documents shall not extend to repayment of this Note. The sole recourse of Holder under the Loan Documents for repayment of Principal and Interest due under the Note shall be the exercise of its rights against the Project and related security under the Mortgage.

Notwithstanding anything to the contrary contained in the Loan Documents, if a monetary default or event of default occurs, prior to exercising any remedies thereunder, Holder shall give Maker and _____ (together with its successors or assigns, "Investor Limited Partner"), simultaneous written notice of such default. Maker shall have a period of thirty (30) days after receipt of such notice, or such longer period of time as may be set forth in the Note, to cure the default prior to exercise of remedies by Holder under the Note.

Notwithstanding anything to the contrary contained in the Loan Documents, if a non-monetary default or event of default occurs under any of the terms of the Loan Documents, prior to exercising any remedies thereunder, Holder shall give Maker and its Investor Limited Partner simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Maker shall have such period to effect a cure prior to exercise of remedies by Holder under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days (or such longer period if so specified), and if Maker (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Maker shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any remedies by Holder.

Notwithstanding anything to the contrary contained in the Loan Documents, Holder hereby agrees that any cure of any default made or tendered by Investor Limited Partner shall be deemed to be a cure by Maker and shall be accepted or rejected on the same basis as if made or tendered by Maker. Copies of all notices which are sent to Maker under the terms of the Loan Documents shall also be sent to Maker's Investor Limited Partner c/o _____.

WHEREFORE, Maker has executed this Note on the _____ day of _____, 20__.

Morris Manor, LLLP, a Florida
limited liability limited partnership

By: SHAG Morris Manor, LLC,
a Florida limited liability company,
its special limited partner

By: _____

Darren Smith
Authorized Member

Attachment 9

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS
CONSISTENT WITH ZONING AND LAND USE REGULATIONS**

Name of Development: Morris Manor

9050 Norfolk Blvd, Jacksonville

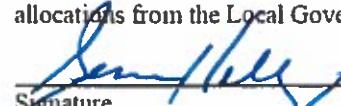
Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.)

Number of Units in the Development: 168
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Jacksonville _____ has vested in me the authority to verify
(Name of City/County)
consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.


Signature


Print or Type Name


Print or Type Title


Date Signed

214 N. HOGAN STREET, 2ND FLOOR

Address (street address, city, state)

JACKSONVILLE, FL. 32202

Address (street address, city, state)

904-255-7816

Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

Attachment 10

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

Name of Development: Morris Manor

9050 Norfolk Blvd, Jacksonville

Development Location: _____

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 168

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

CERTIFICATION

I certify that the foregoing information is true and correct.



Signature

Mollie Price, EI

Print or Type Name

Staff Engineer

Print or Type Title

09-15-20

Date Signed

JEA

Name of Entity Providing Service

21 W Church St

Address (street address, city, state)

Jacksonville, FL 32202

City, State ZIP Code

904-665-7700

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

Attachment 11

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE –
SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK**

Name of Development: Morris Manor

Development Location: 9050 Norfolk Blvd, Jacksonville

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 168

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

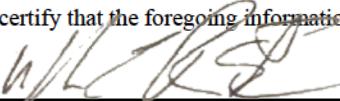
The undersigned service provider confirms that, as of the date that this form was signed, Sewer Capacity or Package Treatment is available to the proposed Development; or there are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.



Signature

Mollie Price, EI

Print or Type Name

Staff Engineer

Print or Type Title

09-16-20

Date Signed

JEA

Name of Entity Providing Service

21 W Church St, T4

Address (street address, city, state)

Jacksonville, FL 32202

904-665-7700

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

Attachment 12

RAYMOND JAMES

October 20, 2020

Mr. Darren Smith
Morris Manor, LLLP
c/o SHAG Morris Manor, LLC
1100 NW 4th Ave
Delray Beach, FL 33444

Re: Project: Morris Manor
Partnership/Applicant: Morris Manor, LLLP
Fund: To be determined
Property Location: Jacksonville, Duval County, Florida

Dear Mr. Smith,

This letter of intent for construction and permanent financing will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Partnership receiving \$1,868,000 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$17,183,881 or \$0.92 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$18,678,132 (99.99%) of the total low income housing tax credits allocated to the Applicant. The RJTCF Fund’s net investment is anticipated to be funded based upon the following schedule:

- 15% (\$2,577,583) paid prior to or simultaneous with the closing of construction financing
- 60% (\$10,310,329) paid at construction completion
- Balance (\$4,295,969) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$2,577,583.

This letter of intent is subject to RJTCF’s satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

**Raymond James Tax Credit Funds, Inc.
A Subsidiary of Raymond James Financial, Inc.**

880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-567-8455 Fax
Visit our Web Site at www.RJTCF.com

Since 1987, Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,200 properties nationwide. We look forward to working with you.

Sincerely,



Sean Jones
VP - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

Morris Manor, LLLP, a Florida limited liability limited partnership

By: SHAG Morris Manor, LLC, a Florida limited liability company
Its: Special Limited Partner

By: Darren Smith

Name: Darren Smith
Title: Authorized Member

Attachment 13

NOT APPLICABLE

Attachment 14

NOT APPLICABLE

Attachment 15



October 1, 2020

Morris Manor, LLLP
c/o Darren Smith
SHAG Morris Manor, LLC
1100 NW 4th Ave.
Delray Beach, FL 3344

**Re: Morris Manor
Jacksonville, Duval County, Florida**

Dear Mr. Smith:

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

Facilities: JPMorgan Chase will provide a credit facility in the amount of \$21,500,000, the proceeds of which will fund a construction loan to the Borrower. Subject to Lender's receipt from Impact CIL, LLC ("Impact") of a commitment to purchase, and subject to the Borrower meeting the conditions required for conversion, Lender will close a permanent loan for sale to Impact in an amount not to exceed \$8,000,000.

Borrower: Morris Manor, LLLP

Developer: SHAG Morris Manor, LLC

Project: Morris Manor consists of a 168-unit affordable rental property targeted towards elderly households located at 9050 Norfolk Boulevard, Jacksonville, Duval County, Florida

Construction Loan

Amount: Approximately \$21,500,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

Initial Term: 24 months.

Interest Rate: Libor (subject to 50 bps floor) + 250 bps (3.00% as of September, 30 2020).

Commitment Fee: 1% of the loan amount.

Extension Option:	One, conditional, six-month maturity extension.
Extension Fee:	0.25% of the sum of the loan balance and the amount remaining of the original commitment.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity by a guarantor or guarantors/indemnitor(s) satisfactory to JPMorgan Chase.
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval.
Tax Credit Equity:	At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.
Repayment:	Construction Loan will be repaid from equity funded up to and including conversion to the permanent financing and from the permanent loan.
Loan to Value:	Up to 80% including the value of the real estate and low income housing tax credits.
Contract Bonding:	100% Payment and Performance Bonds from "A" rated surety

Permanent Loan

Amount:	\$8,000,000 subject to final underwriting and in accordance with, and subject to satisfaction of, Impact's requirements.
Forward Commitment:	24 months plus one six-month extension option.
Fees:	Loan Fee: greater of \$7,500 or 0.75% of perm loan, payable at Construction Loan closing. Conversion Fee: \$10,000, payable at Permanent Loan closing.
Interest Rate:	The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. Current indicative rate is 4.50%.
Rate Lock:	Forward rate lock must be evidenced by a secured subordinate note in second lien position. The amount of the subordinate note will be 3% of the Permanent Loan amount or the yield maintenance amount, whichever is lower. At closing of the conversion to the Permanent Loan, the secured subordinate lien will be released. Borrower will be required to satisfy the subordinate note if the loan does not convert.
Term:	18 years.
Amortization:	30 years.

Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 85% of the stabilized rent-restricted value.
Conversion Requirements:	<p>At least three consecutive calendar months of not less than:</p> <ul style="list-style-type: none">• 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment, and• 90% economic and physical occupancy.
	As applicable, commercial income and commercial tenants will be excluded from the DSCR and occupancy requirements.
Prepayment Terms:	Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.
Escrows/Reserves:	Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of \$300/unit/year or (or such higher amount as required by any other party to the transaction. Debt service reserve (if required) shall be funded with a minimum contribution of six months of debt service expense.

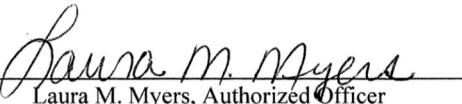
We appreciate the opportunity to discuss with you the possibility of providing construction and permanent financing for the proposed project. This letter of interest is for your, the local governmental agency, and Florida Housing Finance Corporation's information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.**

JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires March 30, 2021, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.

By: 
Laura M. Myers, Authorized Officer

Agreed and Accepted By:

Morris Manor, LLLP, a Florida limited liability limited partnership

By: SHAG Morris Manor, LLC, a Florida limited liability company, its Special Limited Partner

By: Darren Smith
Darren Smith, Authorized Member

October 16, 2020

Mr. Darren Smith
Morris Manor, LLLP
c/o SHAG Morris Manor, LLC
1100 NW 4th Avenue,
Delray Beach, FL 33444

Re: Commitment for \$4,556,060 Loan to Finance the Development of Morris Manor in Jacksonville, Florida

Mr. Smith:

A.M.E Housing Agency of Florida, Inc. (the “Lender”) offers to make a construction and permanent loan (“Loan”) to Morris Manor, LLLP, a Florida limited liability limited partnership (the “Borrower”). This Loan commitment is made upon the following terms and conditions:

1. Purpose: The purpose of the Loan is to finance the rehabilitation of Morris Manor, an affordable housing development (the “Project”), located in Jacksonville, Florida. This Loan evidences the Borrower’s obligation to pay a purchase price (“Seller Note”) under its agreement of sale and purchase with Lender dated October 15, 2020.

2. Loan Amount: \$4,556,060. The Loan shall be secured by a subordinate mortgage on the Project.

3. Interest: 1.12% interest rate paid from available cash flow, after debt service of the 1st mortgage and interest payments of any subordinate debt throughout the term of the Loan.

4. Loan Term: The Loan is non-recourse and non-amortizing with a 55-year term. The closing date may be extended by the Lender in its sole discretion.

5. Repayment and Forgiveness: Upon maturity, the Borrower shall repay the Loan balance in full.

6. General Conditions: The Borrower must demonstrate to the satisfaction of Lender prior to closing that it has secured other sources of financing for the Project, including but not limited to the tax credit equity being contributed to the Borrower by its investor limited partner. Failure to provide these commitments before December 31, 2021 shall result in cancellation of the Loan. The Loan will close simultaneously with all other sources of debt and equity to finance the Project.

7. Special Conditions. The Borrower shall enter into a Loan agreement, mortgage and related documents with the Lender at closing.

8. Subordination: Lender will consent to the subordination of its mortgage securing the Loan and any payments on the Loan to the first mortgage construction and permanent financing.

This commitment is valid and in full force and effect through December 31, 2021. If you accept these terms, please execute a copy hereof and deliver the same to the Lender's office.

Very truly yours,

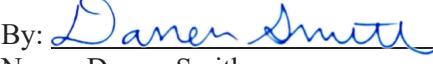
A.M.E. Housing Agency of Florida, Inc.

By: 
32E1D9496B75406...
Name: Adam J. Richardson, Jr.
Title: President

ACCEPTED:

Morris Manor, LLLP, a Florida limited liability limited partnership

By: SHAG Morris Manor, LLC, a Florida limited liability company
Its: Special Limited Partner

By: 
Name: Darren Smith
Title: Authorized Member