

JACKSONVILLE HOUSING FINANCE AUTHORITY



Jacksonville Housing Finance Authority Board of Directors Meeting

April 15, 2020

Noon

VIRTUAL MEETING VIA ZOOM

- AGENDA -

Call Meeting to Order	Chair
Roll Call of Members to Determine Quorum	
Adoption of Procedural Rules for Remote-Based Meetings	Hodges
Approval of Minutes of February 19, 2020 Meeting	JHFA Board
<u>I. Public Comments</u>	
A. Public Comments	Public
<u>II. REPORTS</u>	
A. Staff and Financial Report	Laura Stagner
• Financial Statement	
• Conferences	
B. Financial Advisor Memo	Mark Hendrickson
<u>IV. ACTION ITEMS</u>	
A. Board Members Declare Conflicts, if any	Board
B. Consider Inducement Resolution for Timuquana Park	Hendrickson/Bond Collins
<u>V. NEW BUSINESS</u>	
<u>VI. OLD BUSINESS</u>	
A. Update on Bond Allocation	Rhonda Bond-Collins
B. Single Family Program	Mark Hendrickson
C. New Rental Financings: Update on Sydney Trace	Mark Hendrickson
D. Update on Existing Rental Properties	Mark Hendrickson
• Recent JHFA Activities/Developments	
• Occupancy Report	
E. Update on 2020 Legislative Session	Mark Hendrickson
F.	
<u>VII. ADJOURN JHFA MEETING</u>	Chair

JACKSONVILLE HOUSING FINANCE AUTHORITY



JACKSONVILLE HOUSING FINANCE AUTHORITY

Board of Directors Meeting

MINUTES

OF

REGULAR MEETING

February 19, 2020

February 19, 2020: JHFA Board Meeting
Noon
214 North Hogan Street, 8th Floor

BOARD MEETING:

Present at the meeting were:

BOARD MEMBERS

Barney Smith, Chair
Spencer Cummings, Vice Chair
Dee Bumbarger, Secretary
Nadine Carswell, Member
Jeffrey Rosen, Member
Jane Scofield, Member

PROFESSIONAL STAFF:

Mark Hendrickson, The Hendrickson Company, Financial Advisor
Susan Leigh, The Community Concepts Group, Financial Advisor
Helen Feinberg, RBC Capital Markets, Investment Banker
Rhonda Bond-Collins, Bryant Miller Olive, Bond Counsel
Lawsikia Hodges, City of Jacksonville Office of General Counsel
David Migut, City of Jacksonville Office of General Counsel
Tricia Heintz, Bank of New York Mellon, Trustee
Susan McAfoos, Bank of New York Mellon, Trustee

CITY STAFF:

Tom Daly
Laura Stagner
Jane Bouda
Taryn Roberts

PUBLIC:

Ryan Hoover, Vestcor
Kevin Troup, Vestcor
Brianne Heffner, Southport

BOARD MEETING

Chairman Smith called the meeting to order at 12:02 pm, with a quorum present.

Minutes

Ms. Carswell moved, with a second by Ms. Scofield, that the **Board approve the minutes of the December 4, 2019 Board meeting**. The motion passed 6-0.

Public Comments

Mr. Ryan Hoover updated the Board on multiple properties with JHFA financing.

Staff Report and Financial Report

Ms. Stagner updated the Board on JHFA financials, noting that year-end financials, procurement of professional services, and the submission of the JHFA Annual Report to the City Council.

Ms. Stagner reported that the TEFRA approvals for Single Family, Sydney Trace and Ashley Square had received approval in City Council committee and were scheduled for full Council approval December 10.

Board Member Conflicts

No Board member reported a conflict.

Bond Allocation

Mr. Hendrickson updated the Board on bond allocation, and the need to convert unused single-family bond allocation to Mortgage Credit Certificates. Ms. Bond-Collins presented a Resolution approving the conversion of \$50 million of single-family bond allocation expiring December 30, 2020 to Mortgage Credit Certificates, approving a new form of lender documents, and raising the maximum sales price limit to \$225,000. After discussion, Mr. Cummings moved, with a second by Ms. Scofield, that the **Board approve the Resolution prepared by bond counsel related to the conversion of bond allocation to Mortgage Credit Certificates, and other matters.** The motion passed 6-0.

Single Family

Mr. Hendrickson updated the Board on the program and noted the need for additional funds for down payment assistance. Ms. Stagner reported that her recommendation was to authorize an additional \$250,000 for DPA. After discussion, including the sizing of the DPA allocation, Ms. Scofield moved, with a second by Mr. Rosen, that the Board **authorize the transfer of an additional \$250,000 for use as down payment assistance.** The motion passed 6-0.

The Board asked Mr. Hendrickson to update information on the single family program to show demographics and lender volume over the past two years, as opposed to 2013 to present.

Multi-Family Updates

Mr. Hendrickson updated the Board on upcoming financings.

Local Contribution

Mr. Hendrickson stated that the Lofts at Murray Hill had been recommended by FHFC staff for an allocation of Housing Credits, subject to approval by the FHFC Board and any litigation.

Millennia

Mr. Hendrickson updated the Board on the Millennia Portfolio, and the positive press the rehabilitation of Eureka Gardens/Valencia Way had generated.

Hartwood

Ms. Bond-Collins presented a Resolution approving the sale and transfer of the project to Perez Housing Associates, LLC, conditioned upon:

- An assignment and assumption agreement acceptable to the JHFA Staff, its Bond Counsel, Office of the General Counsel, and the Financial Advisor, whereby the purchaser assumes, among other things, the terms of the LURA throughout the Qualified Project Period under the LURA.
- All fees due and payable to the JHFA and Bond Counsel are paid.
- Payment in full of \$500,000 subordinate debt loan to JHFA.

- All other approvals under the bond documents have been received, including, but not limited to, written approval of the credit enhancer of the sale and transfer of the project and redemption of the Bonds.
- Any other documents, certificates and/or opinions reasonably requested by Bond Counsel, the Office of the General Counsel and/or the Financial Advisor.

Mr. Hendrickson noted that staff was familiar with the buyer and its principal, and that a review by the credit underwriter was not required. After discussion, Mr. Cummings moved, with a second by Mr. Rosen, that the Board **approve the Resolution prepared by bond counsel related to the transfer of the Hartwood project**. The motion passed 6-0.

2020 Legislative Update

Mr. Hendrickson reported that the Governor had recommended full funding, and that the Senate had passed a budget with full funding. He stated that the House budget included only \$147 million for housing, with a sweep of \$200 million from the housing trust funds to general revenue. Mr. Hendrickson noted that the Sadowski Education Effort was very effective, with the battle being between two large appropriations, as opposed to fighting a total sweep.

Conferences

Mr. Hendrickson outlined the various 2020 housing conferences, and Ms. Stagner asked Board members to inform her if they wished to attend any of them.

Bond Allocation

Ms. Bond-Collins presented a Resolution authorizing a TEFRA hearing for single family bonds, so that JHFA could reserve the available 2020 allocation, as well as requesting approval by the City Council and authorizing bond counsel to request \$50 million of single-family bond allocation after TEFRA approval. After discussion, Mr. Cummings moved, with a second by Ms. Scofield, that the Board approve the Resolution prepared by bond counsel related to the TEFRA hearing and request for bond allocation. The motion passed 6-0.

Adjournment

On a motion by Mr. Cummings, seconded by Ms. Scofield, the Board voted unanimously to adjourn the meeting at 1:01 PM.

THE HENDRICKSON COMPANY & COMMUNITY CONCEPTS GROUP

To: Board of Directors, Jacksonville Housing Finance Authority

From: Mark Hendrickson & Susan Leigh, Financial Advisors

Subject: April 15, 2020 JHFA Board Meeting

Date: April 6, 2020

I. 2020 Bond Allocation—Informational

Year	Single Family Amount	Multifamily Amount	Unallocated	Expiration
2020			\$49,375,809	
2019		\$100,000,000		December 30, 2022
2018	\$100,000,000	\$ 17,500,000		December 30, 2021
2017	\$ 50,000,000	\$140,700,000		December 30, 2020
TOTAL	\$150,000,000	\$258,200,000	\$49,375,809	

1. The 2020 allocation is \$49,375,809 an increase of \$478,338 (1.0%) over 2019.
2. **Recommendation:** None.

II. 2013 Single Family Loan Program—Action

1. The **current program guidelines:**
 - 1st mortgage: 3.625%, 1% origination fee, FHA, VA, RD, 3.625% for Freddie Mac loans
 - First time homebuyers.
 - Income Limit: \$70,386 (1-2 person household) & \$80,944 (3+ person household)
 - Sales Price limit \$199,000.
 - Minimum credit score of 640 (limited to 70 loans, all county total for 2020, then 660)
 - Interest rate set by the HFA of Hillsborough County, with rate set at level that is anticipated to generate a premium when sold.
 - Loans purchased by the master servicer (US Bank) and converted into MBS.
 - MBS are purchased by the HFA of Hillsborough County, on behalf of all HFA's
 - MBS are sold, with each HFA keeping its pro rata share of any net premium or loss realized from the sale of the MBS.
 - Down payment assistance: \$7,500 second mortgage, due on sale of property, or maturity of first mortgage
 - Mortgage Credit Certificates providing homebuyers a credit in the amount of 50% of mortgage interest paid annually (up to a \$2,000 annually).

2. **DPA Analysis:** The DPA amount was increased to \$7,500 effective March 1, 2019. .

DPA AUTHORIZED		LOAN VOLUME	\$ 2,756,010
Date	Amount	Adjustments	
2012	\$ 250,000	FHFC	\$ 88,796
May-15	\$ 200,000	Repayments	\$ 165,000
Jun-15	\$ 400,000		\$ 253,796
Sep-17	\$ 703,000	NET VOLUME	\$ 2,502,214
Jun-18	\$ 250,000		
Jun-18	\$ 315,443		
Feb-19	\$ 100,000		
Oct-19	\$ 250,000		
Feb-20	\$ 250,000		
TOTAL AUTHORIZED	\$ 2,718,443	AVAILABLE	\$ 216,229

3. **Rate Change:** The interest rates were decreased 0.5%/0.625% this month.

4. **Program Demographics:**

Sales Price/ # Loans	Loan Amount	Borrower Income	Borrower Age/ Gender	Borrower Family Size	Housing Type	Borrower Ethnicity	MCC Amount
\$140,192 526 loans +2 loans	\$134,469	\$47,088	37.0 49% female	2.3	SF Detached 93% Condo: 2% Townhouse: 5% Existing: 98% New: 2%	Black: 27% White: 40% Hispanic: 19% Mixed: 1% Asian: 8% Other: 5%	\$30,264,269 \$65,791.89 avg. 460 buyers

5. **Lender Originations:**

Lender	2012- 2018	2019	2020	Total
Academy	124	31	13	168
Fairway	50	7	5	61
SWBC	112	11	5	127
Prime	51	4	0	55
Bank of England	51	1	0	52
CMG	13	0	0	13
Pacific Union	23	0	0	23
Other	23	1	1	25
TOTAL	447	55	24	524

6. **Sales Price by Year:**

SALES PRICE BY YEAR		
	NUMBER LOANS	Average Sale Price
2014	31	\$103,360
2015	45	\$113,192
2016	8	\$142,617
2017	48	\$136,902
2018	315	\$146,150
2019	55	\$150,359
2020	24	\$142,650

7. **MCC's:** The HFA converted \$200.25 million of bond authority into \$50,063,000 of MCC's. Tranche 1 (\$5.25 million) expired at the end of 2015 with \$1,109,274 not utilized. Tranche 2 (\$10.0 million) expired at the end of 2016, with \$9,668,903 not utilized. Tranche 3 (\$14.75 million) expired at the end of 2018, with \$446,149 not used. Tranche 4 (\$20,062,500) expires December 31, 2020 (\$12,093,559 used to date). JHFA has \$50 million of single-family bond allocation which is being converted to \$12.5 million of MCC's, and which will be available until December 31, 2022.
8. **MCC Program: What Does it Mean to Home Buyer:** With the HFA's average loan of \$132,000 and a 4.125%/30-year mortgage, interest payments in Year 1 = \$6,394. With the 50% MCC rate that the HFA has chosen, **the homebuyer would be able to claim a tax credit of the full \$2,000 per year maximum allowed by federal law** (slightly declining after year 16 as more of monthly payment is principal) until the home buyers sells or moves from the property. The \$2,000 of tax savings lowers the "functional" mortgage rate for the program from 4.125% to approximately 2.25%.
9. **MBS Sales:** The HFA has executed 145 sales, with net revenues of \$1,676,797 (net meaning after payments to RBC and counsel) coming to JHFA.
10. **Hedges & Exposure:** Hillsborough County has 9 hedges totaling \$11.175 million in place. With full delivery, the projected net revenues are estimated at \$323,477 (shared pro rata with counties based upon originations). The unhedged pipeline as of March 31 is \$524,477 (changes daily).
11. **Size of Program:** The initial legislation wherein City Council authorized the program limited it to no more than \$1.5 million of loans in pipeline at any time. In June, the Board changed the authorization to \$1.5 million of unhedged loans. **Loans originated or in progress are \$70.73 million.**
12. **Recommendation:** None.

III. New Rental Financings—Action:

1. **Ashley Square** is moving forward with bond financing, with a new projected closing date of August 2020. Sydney Trace is moving forward with a 1st quarter 2020 anticipated closing date. **Cedar Station** and **Parkway Commons** applied for SAIL, but did not win. The developer still has the sites under contract and the deals are still “active”.
2. The 2020 Bond Application is now “open”, meaning applications are evaluated on a first-come first-evaluated basis.
3. The Board approved **Gap Financing** for developments using JHFA bonds of \$2 million, with \$1.5 million to **Sydney Trace** and \$0.5 million to **Ashley Square**).
4. **Sydney Trace** is scheduled to close April 17, 2020. The developer has requested issuance of bonds in an amount not to exceed \$21,500,000. The credit underwriting is complete, and the deal is ready for Board action. Bond counsel has prepared and distributed a resolution that gives final approvals necessary to sell and close bonds, including [summary only, please read resolution for full description]:
 - Approval of substantially final forms of bond and loan documents including the Trust Indenture, Loan Agreement (Promissory Note attached as an Exhibit), LURA, Compliance Monitoring Agreement, Construction Loan and Mortgage Servicing Agreement, Financial Monitoring Agreement, Bond Purchase Agreement, Subordination Agreement[s], and Assignment of Mortgage Documents and a separate Loan Agreement (Promissory Note attached as an Exhibit) and mortgage with respect to the Series 2020B subordinate bond;
 - Approval of the estimated Cost of Issuance;
 - Approval of the final Credit Underwriting Report;
 - Authorization of the issuance of the Bonds (subject to the parameters in the Resolution) and sale to the Placement Agent with respect to the Series 2020A Bonds and to the Purchaser with respect to the Series 2020B Bonds;
 - Official Appointment of RBC Capital Markets LLC as Placement Agent in connection with the sale of the Bonds;
 - Official appointment of Seltzer Management Group, Inc., as compliance monitor, financial monitor and construction/loan servicer;
 - Official appointment of The Bank of New York Mellon Trust Company as Trustee; and
 - Authorization of appropriate Board members and members of the Issuer to execute documents and take all other actions necessary not inconsistent with the terms of the Resolution.
5. A new application has been received for **Timuquana Gardens**—recapitalization and rehabilitation. The application meets JHFA standards, and is prepared to move forward in the JHFA process. A full analysis of the application is attached. Southport is involved in the transaction, and Ms. Leigh represents them on matters outside of the JHFA. She is filing a conflict letter and has not participated and will not participate in this analysis or any other aspect of the proposed Timuquana Gardens financing.
6. **Recommendations:**
 - **Sydney Trace:** Adopt Resolution prepared by bond counsel giving final approvals for bond sale.
 - **Timuquana Gardens:** Adopt Inducement Resolution prepared by bond counsel and authorize legal/staff to hold TEFRA hearing and request City Council TEFRA approval.

	Ashley Square	Sydney Trace
Developer/ Location	Blue Sky Communities Tampa, FL	Vestcor Jacksonville, FL
Development Location	127 E. Ashley St. & 116 E. Beaver St. Cathedral District	Villages of Argyle North side of Merchants Way, west of intersection of Oakleaf Village parkway & Merchants Way 32222
City Council District	Reggie Gaffney	Randy White
Type	New Construction Mid-Rise	New Construction Garden
Demographic	Elderly	Family
Bond Request	\$14,000,000 \$116,667/unit	\$21,500,000 \$111,979/unit
TEFRA Hearing	2-1-19/11-4-19	11-4-19
TEFRA Approval	3-26-19/12-10-19	12-10-19
Preliminary Agreement Expiration	12-31-20	12-31-20
Credit Enhancement	TBD	Direct Purchase by Boston Capital
Credit Underwriter	First Housing	Seltzer
Closing Date	August 2020	April 2020
Units	120	192
Permanent 1st Mortgage Estimate	\$6,500,000	\$14,000,000 \$2,500,000 B Bonds 4th
SAIL & ELI (FHFC)	\$7,100,000	\$0
City Loan	\$1,000,000	\$1,000,000
JHFA Loan	\$610,000	\$1,500,000
Housing Credits	TBD \$9,267,790 \$77,232/unit	Raymond James \$10,025,620 \$52,217/unit
TDC	\$26,007,232	\$31,339,711
TDC per unit	\$216,727	\$163,228
Land Cost	\$1,500,000 \$12,500/unit	\$2,970,000 \$15,469/unit
Acquisition of Building	NA	NA
Hard Construction or Rehabilitation Cost	\$16,590,000 \$138,250/unit	\$20,863,200 \$108,663/unit
Set Aside Period	50 years	30 years
Set Aside Levels	85.0%<60% AMI 10.0%<33% AMI 5.0%<22% AMI	100%<60% AMI

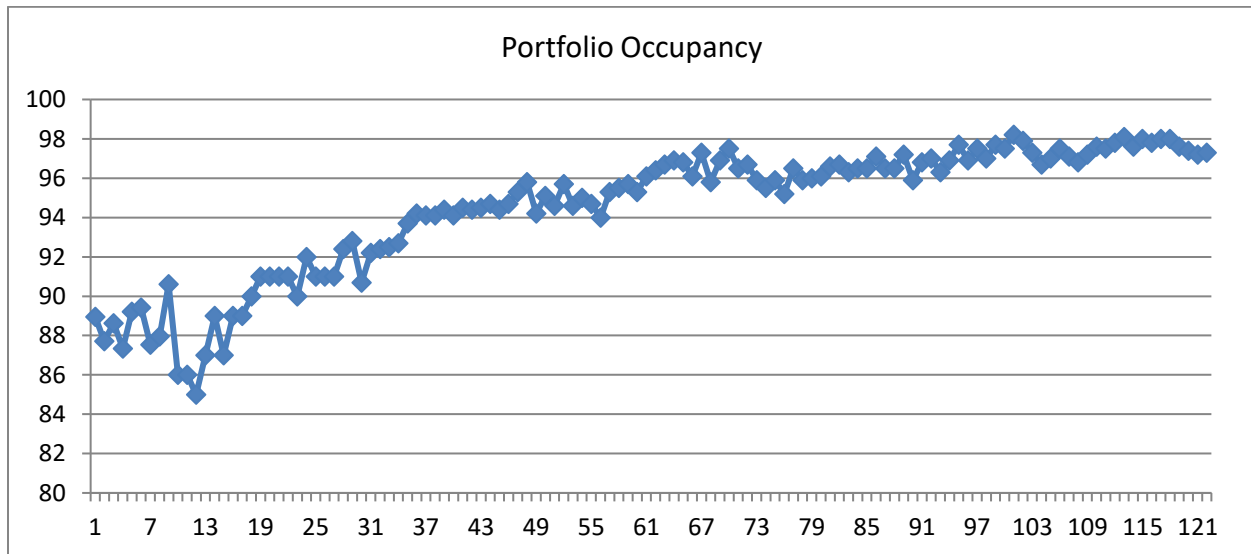
	Cedar Station	Parkway Commons	Timuquana Gardens
Developer/ Location	Southport Development Tampa, FL	Southport Development Tampa, FL	Southport Development Tampa, FL
Development Location	East side of Harlow Blvd. approx. 985 feet north of Harlow & 103 rd Street Cedar Hills	901 Main Street North Downtown	5615 Seaboard Avenue Wesconnett
City Council District	Brenda Priestly Jackson	Reggie Gaffney	Garrett Dennis
Type	New Construction Garden	New Construction Mid-Rise	Rehabilitation Garden
Demographic	Family	Family	Family
Bond Request	\$13,500,000 \$105,469/unit	\$14,500,000 \$118,852/unit	\$9,850,000 \$98,500/unit
TEFRA Hearing	TBD	TBD	TBD
TEFRA Approval	TBD	TBD	TBD
Preliminary Agreement	TBD	TBD	TBD
Expiration			
Credit Enhancement	TBD	TBD	Freddie Mac
Credit Underwriter	TBD	TBD	TBD
Closing Date	Late 2020	Late 2020	3 rd Quarter 2020
Units	128	122	100
Permanent 1st Mortgage Estimate	\$8,000,000	\$7,900,000	\$9,850,000
SAIL & ELI (FHFC)	\$7,500,000	\$7,500,000	\$0
City Loan	\$0	\$0	TBD
JHFA Loan	\$115,000	\$115,000	TBD
Housing Credits	TBD \$8,939,237 \$69,838/unit	TBD \$8,436,374 \$69,151/unit	Raymond James \$5,103,490 \$51.034/unit
TDC	\$24,091,344	\$25,570,838	\$17,504,196
TDC per unit	\$188,214	\$213,877	\$175,041
Land Cost	\$895,000 \$6,992/unit	\$2,750,000 \$22,541/unit	\$735,000 \$7,350/unit
Acquisition of Building	NA	NA	\$7,265,000 \$72,650/unit
Hard Construction or Rehabilitation Cost	\$16,755,200 \$3039004/unit	\$16,461,750 \$134,932/unit	\$4,960,000 \$49,600/unit
Set Aside Period	50 years	50 years	Perpetuity
Set Aside Levels	84%<60% AMI 11%<40% AMI 5%<22% AMI	85%<60% AMI 10%<30% AMI 5%<22% AMI	100%<60% AMI

IV. Local Government Area of Opportunity Funding (Preference)—Informational

1. JHFA selected Lofts at Murray Hill as the preferred development for application to FHFC for 9% Housing Credits and was given initial approval for funding by the FHFC Board.
2. **Recommendation:** None.

V. Update on Existing Rental Properties—Action

1. **Timuquana**—Owner planning new bond issue to recapitalize and rehabilitate the development. Application received.
2. **Development Activity & Occupancy:** The charts below detail developments financed in the last five years and the occupancy of the entire portfolio which is 97.3% (+0.1%).:
3. **Recommendation:** None.



Development	Location	Building Type Demographic	Units	TDC	JHFA Loan
Caroline Oaks 4-22-15	North Main, east side just south of E. 43 rd Street	3-Story Elevator NC Elderly	82	\$14,146,603	\$5.6 million bonds \$2.2 million JHFA loan
Cathedral Terrace 1-21-16	701 N. Ocean St.	High Rise Rehab Elderly	240	\$25,604,057	\$12.5 million bonds \$1.0 million JHFA loan
Peyton Ridge 4-7-16	1800 Corporate Square Blvd	3-Story Elevator NC Elderly	120	\$16,894,456	\$115,000
Mt. Carmel Gardens 8-19-16	5746 Mt. Carmel Terrace	High Rise Rehab Elderly	207	\$21,631,853	\$9.75 million bonds
Mary Eaves 8-19-16	East of intersection of Myrtle Ave. N. & West 16 th St.	Mid-Rise NC Elderly	80	\$13,325,568	\$300,000
Lofts at LaVilla 10-12-16	906 West Bay Street	Mid-Rise NC Family	130	\$23,382,885	\$265,000
Timberwood Trace 2-1-17	12250 Atlantic Boulevard	Garden Rehab Family	224	\$31,238,140	\$16.0 million bonds
Oakwood Villa 6-30-17	8201 Kona Avenue	Garden Rehab Family	200	\$23,092,183	\$12.7 million bonds
Lofts at Monroe 9-29-17	1000 West Monroe Street	Mid-Rise NC Family	108	\$20,245,500	\$303,750
Houston Street Manor	615 Houston Street	Mid-Rise NC Elderly	72	\$21,465,333	\$115,000
Caroline Arms 7-3-18	6457 Fort Caroline Road	Garden Rehab Family	204	\$22,630,922	\$12.5 million bonds
Lofts at Jefferson Station 10-3-18	799 Water Street	Mid-Rise NC Family	98	\$20,943,699	\$225,750
Millennia Portfolio 10-24-18	Valencia (Eureka Gardens) 1214 Labelle Street The Weldon (Moncrief Village) 1650 Moncrief Village Drive N. Palmetto Glen (Southside) 2301 Westmont St. Calloway Cove (Washington Heights) 4229 Moncrief Rd. West	Garden Rehab Family	768	\$129,590,169	\$81.6 million bonds
Desert Winds/Silver Creek 12-28-18	300 Silver Creek Trace	Garden Rehab Family	304	\$38,294,751	\$22.0 million bonds
Monaco Arms 5-31-19	10415 & 10525 Monaco Drive	Garden Rehab Family	156	\$20,375,112	16.38 million bonds
The Waves 9-26-19	Nine scattered JHA public housing sites in Jacksonville Beach	Garden NC Family	127	\$29,726,033	\$15.8 million bonds \$115,000 JHFA loan
Lofts at Brooklyn	190 Chelsea Street	Mid-Rise Family	133	\$29,348,801	DIA loan with HC
TOTAL			2,970	\$472,510,032	\$204.83 million bonds \$4.640 million JHFA loans

VI. State Legislative Update—Informational

1. The 2020 legislative session is complete.
2. Governor DeSantis recommended full funding in his proposed budget released November 18, stating, *“Despite our strong economy and low unemployment, finding affordable housing can be challenging. My budget provides \$387 million to fully fund Workplace and Affordable Housing Programs, with \$267.2 million for the SHIP and \$119.8 for the SAIL program.”*
3. The Senate’s initial budget included full funding of \$387 million. However, the initial House budget appropriated only \$147 million for housing, and swept \$200 million to general revenue. The Sadowski Coalition worked to encourage the Senate to hold firm in budget negotiations.
4. **The Senate and House agreed to full funding for housing—the first time in 13 years. The full funding number is \$370 million. The importance of this cannot be understated.**
5. With full funding, approximately \$10.4 million will come to Jacksonville.
6. The Sadowski Education Effort (SEE) was essential to this success. We weren’t the only ones in the fight, but we were the ones getting the editorials written and in constant communication with legislators focused on this issue. Florida ALHFA’s incredible relationship with FHFC/Trey Price was also massively helpful this year. There was truly a coordinated effort.
7. One page thank-you sheets were prepared for every legislator. They show what that legislator “brought home” in terms of SHIP funding for their county or counties, and the overall economic impact. An example is attached.
8. Given the COVID-19 pandemic, the lobbying effort is continuing—so that the legislature is educated on why they should not pull back housing funding before July 1. The basic points are that with the Governor’s Emergency Declaration, local governments can request rule and statutory waivers from FHFC for the use of SHIP funds, and use those monies in ways to directly assist with housing payments for those that have lost jobs. Additionally, given the overall economic situation, housing is the best economic stimulus in Florida’s budget.
9. **Recommendations:** None.

Appropriation of Housing Trust Fund Monies: \$387.0 Million
Revenue Estimate from January 2020 REC Conference & Estimated TF Balances

	GOVERNOR	SENATE	HOUSE	FINAL BUDGET FY 20-21	FINAL BUDGET FY 19-20
FHFC: SAIL & other FHFC Line 2281	\$119,800,000	\$119,800,000	\$48,800,000	\$115,000,000	\$ 39,040,000
SHIP Line 2282	\$267,200,000	\$267,200,000	\$73,200,000	\$225,000,000	\$ 46,560,000
Hurricane Housing Recovery Program (SHIP-like program for Hurricane Michael disaster counties only) 2282A	\$0	\$0	\$25,000,000	\$30,000,000	\$ 65,000,000
Rental Recovery Loan Program (SAIL-like program (for Hurricane Michael disaster counties only) Line	\$0	\$0	\$0	\$0	\$ 50,000,000
TOTAL HOUSING	\$387,000,000	\$387,000,000	\$147,000,000	\$370,000,000	\$200,600,000
SHTF SWEEP	\$0	\$0	\$65,000,000	\$0	\$ 10,000,000
LGHTF SWEEP	\$0	\$0	\$135,000,000	\$0	\$115,000,000
TOTAL SWEEP	\$0	\$0	\$200,000,000	\$0	\$125,000,000
Unallocated SHTF	\$0			\$4,800,000	\$ 300,000
Unallocated LGHTF	\$0			\$12,200,000	\$7,060,000

Proviso/Back of the Bill for FHFC in Governor's Budget:

- 20% of each SAIL development for person with special needs or the elderly
- \$20 million of SAIL for workforce housing in the Keys
- SHIP funds shall prioritize funding to assist with hurricane housing recovery before routine and customary use of funds
- \$500,000 from SHIP for Catalyst Training

Proviso/Back of the Bill for FHFC in Senate Budget:

- 10% of FHFC funds for competitive grant program for housing developments for persons with developmental disabilities
- \$500,000 for Catalyst (SHIP)

Proviso/Back of the Bill for FHFC in House Budget:

- \$15 million of HHRP distributed like SHIP to counties impacted by Hurricane Michael, based upon damage assessments
- \$10 million of DPA in Bay, Jackson, Gulf, Calhoun, Gadsden, Washington, Liberty, Franklin, Wakulla, Taylor & Holmes counties

Additional Homeless Funding from General Revenue or DCF Trust Funds				
Item	Amount	Line Item	Source	Agency
Challenge Grants	\$3,181,500	350	GR	DCF
Federal Emergency Shelter Grant Program	\$6,950,886 \$852,507	351	Federal Grants TF & Welfare Transition TF	DCF
Homeless Housing Assistance Grants (staffing for 27 homeless lead agencies)	\$3,000,000	352	GR	DCF
Tampa Hillsborough Homeless Initiative- Shared Housing (SB 2490) Senate	\$250,000		GR	DEO
Homeless Veteran Homeless Assistance- Brevard (S1186)	\$190,000	352 Senate	GR	DCF
Transition House of Starke- Homeless Relief Program (S1811)	\$250,000	352 Senate	GR	DCF
Metropolitan Ministries- First Hug Program- Pasco & Pinellas (S2361)	\$800,000	352 Senate	GR	DCF
Metropolitan Ministries- Miracles for Pasco Program (S2365)	\$250,000	352 Senate	GR	DCF
Connecting Everyone with Second Chances- Leon & surrounding counties (S1532)	\$716,000	352 Senate	GR	DCF
Citrus Health Network- Safe Haven for Homeless Youth (HB 4165)	\$100,000	352 House	GR	DCF
Transition House (of St. Cloud)- Homeless Veterans (Osceola County)	\$100,000	352 House	GR	DCF
Other Projects Funded from General Revenue				
Item	Amount	Line Item	Source	Agency
Casa Familia Village Phase II (HB 3157) House	\$425,000	2272	GR	DEO
Windley Key & Key Heights Affordable Housing Project (HB 3709) (SB 2086)	\$1,000,000 House \$ 250,000 Senate	2272	GR	DEO
Calhoun County Affordable Workforce Housing (HB 9109) House	\$750,000	2272	GR	DEO
Gulf County Affordable Workforce Housing (HB 9111) House	\$750,000	2272	GR	DEO
Neighborworks Florida Collaborative- Catalyst for Florida Communities (HB 4071) House	\$200,000	2272	GR	DEO
Habitat for Humanity Hernando County (SB 2279) Senate	\$60,000	2272	GR	DEO

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MEMORANDUM

To: Jacksonville Housing Finance Authority Board of Directors

From: Mark Hendrickson, Financial Advisor

Subject: Analysis of the Timuquana Park Bond Application

Date: April 6, 2020

Attached is an analysis of the Timuquana Park bond application. Several items used in the analysis were requested after receipt of the application, and this is part of the normal review process. All additional materials were forwarded to Laura Stagner to be made part of the permanent public record. Susan Leigh does work for Southport out of Jacksonville, and as such, may have a potential conflict of interest and has not participated in this analysis.

This development was originally financed in 1980 without bonds. It is 100% project-based Section 8 rent subsidized. In 2004, the JHFA issued bonds for the acquisition of the property by Southport. The proposed new bond issue is to recapitalize and rehabilitate the development. The development is 99% occupied.

I. Summary of Findings

A. Summary of key criteria:

Question	Timuquana Park
Are the developments economically feasible as submitted?	Yes, with JHFA or City loan
Are the costs/fees associated with the development reasonable and appropriate?	Yes
Is the experience of the development team adequate?	Yes
If feasible, is it ready to proceed to closing in 2020?	Yes, Summer 2020
Is the product being proposed adequate in terms of design and amenities?	Yes
Is the product being proposed adequate in terms of ongoing resident services?	Yes
Are the income targeting and length of set-aside adequate?	Yes
Any special impact on redevelopment?	Yes; rehabilitation
Did the responses within the application contain adequate responses to important questions, relating to financing and other key issues?	Yes
Recommend Inducement?	Yes

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B. Summary of the Proposed Development

Name	Timuquana Park
Owner Entity*	Timuquana Affordable, LLC.
Developer/Location	Southport Tampa, FL
Type	Rehabilitation Garden
Street Address	5615 Seaboard Avenue, 32244
City Council District	District 9—Garrett Dennis
Units	100
Bedrooms	192
Square Feet	84,256
# of Buildings	18 residential buildings, 1 building is clubhouse/laundry/office
# of Stories	1
Bond Request	\$9,850,000 \$98,500/unit
Total Cost	\$17,504,196
Cost Per Unit	\$175,042
Land Cost	\$735,000 \$7,350/unit
Acquisition of Building Cost	7,265,000 \$72,650/unit
Hard Construction Cost	\$4,960,000 \$49,600/unit
General Contractor	Vaughn Bay Construction
Credit Enhancement	Freddie TEL through JLL
Set-Aside Period	Perpetuity
Set-Aside Levels	100% (100 units) <60% AMI

C. Summary of Findings and Recommendations for Timuquana Park:

1. The development appears economically feasible—if it receives subordinate financing from the JHFA or City.
2. The development's resident programs, unit and development amenities, and energy efficiency features meet or exceed minimum JHFA requirements.
3. The costs and fees associated with the development appear to be reasonable.
4. The site is controlled by the Applicant, has proper zoning, and has evidence of availability of water, sewer, roads and electricity. The transaction could close in the 3rd quarter of 2020.
5. The developer and development team have extensive experience in affordable housing, and have successfully closed bond deals and other loans with JHFA.
6. The credit underwriter will order and evaluate an independent market analysis.

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7. Recommendations:

- Permit Timuquana Park to proceed through the JHFA financing process.
 - Adopt Inducement Resolution prepared by bond counsel, which includes Preliminary Agreements.
 - All items subject to review and approval of credit underwriter and counsel, including but not limited to preconstruction analysis, appraisal, market study, loan terms and amount, guaranties, credit enhancement, loan and bond documents.
 - All items subject to conditions in this memorandum and each development's individual memorandum.
-

II. Timuquana Park Analysis:

Timuquana Park is a 100-unit, 100% Section 8 development built in 1980. It is located in the XXXXXX section of Jacksonville.

A. Financing & Cost Analysis:

1. The financing structure uses construction and permanent financing through the Freddie TEL structure, with JLL as the lender. The lender makes a tax-exempt loan ("TEL"), and the loan is sold to Freddie Mac. Freddie can hold the loan in their portfolio, or package it with other similar loans and market to investors (Freddie Mac credit enhancement).
 2. The Applicant provided a letter of interest from JLL to make the tax-exempt loan, which for federal tax law purposes, is a "tax-exempt bond". The proposed permanent loan would have a 16-year term with 35-year amortization. The interest rate would be 10-year Treasury (or Treasury Floor of 1.51%) + 1.84%.
 3. The Applicant provided a Letter of Interest for Housing Credit syndication from Raymond James. The price is \$0.88 per \$1 of credits.
 4. The Applicant is not applying for SAIL but is requesting a \$1 million loan from the JHFA. The JHFA cannot commit \$1 million unless the applicant responds to a NOFA for gap financing. There is not a Gap Financing NOFA active at present. Ms. Stagner suggests that the applicant pursue City HOME funds, where there is an open application and funds available.
 5. The developer proposes to defer \$1,550,706 of the \$2,527,504 developer fee (61%).
- ### 6. Financing & Cost Issues:
- The financing commitments are adequate for this stage of the process.
 - Some form of gap financing is required.

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B. Sources:

Permanent Loan Period

Source	\$	Per Unit	% of Development Cost
Tax Exempt Bonds	\$ 9,850,000	\$ 98,500	56%
Housing Credits	\$ 5,103,490	\$ 51,034	29%
SAIL & ELI	\$ 0	\$ 0	0%
JHFA or City Loan	\$ 1,000,000	\$ 10,000	6%
City HOME Loan	\$ 0	\$ 0	0%
Deferred Developer Fee	\$ 1,550,706	\$ 15,507	9%
TOTAL	\$17,504,196	\$175,041	100%

C. Development Information, Including Design and Amenities

Unit Mix		
Bedroom/Baths	Number	Square Footage
1/1	28	624
2/1	56	882
3/1	16	1,087
4/2	0	N.A.

1. Timuquana Park is the proposed rehabilitation of a 100-unit development, with eighteen garden apartment buildings, each one-story. There is also a one-story clubhouse/office/laundry.
2. In addition to meeting all building code, Fair Housing Act, and Americans with Disabilities Act requirement, the following are also required amenities:
 - Air conditioning
 - Cable TV hook-up
 - At least two full bathrooms in all 3 bedroom and larger units
 - Minimum square footage requirements (exceed)
 - Full sized appliances in all units
 - Bathtub in at least one bathroom
 - Exterior lighting for all buildings and parking areas
 - Window Treatment: mini-blinds
3. Unit amenities (in addition to those required) include:
 - Laundry hook-ups and space for washer/dryer in each unit
 - Ceramic tile bathroom floors

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- Microwave oven
 - Dishwasher
 - Garbage disposal
 - Steel entry door frames
 - Double compartment kitchen sink
4. Development amenities include:
- 30-year expected life roofing
 - Termite prevention/detection system
 - Community Center or clubhouse
 - Playground/tot lot
 - Car care area
 - Childcare facility within three miles
 - Public transportation located within one-half mile of property
 - Library /study room with minimum of 100 books and 5 magazine subscriptions
 - Two or more parking spaces per unit
 - Outdoor recreation area for older children: Shuffleboard/activity court/hopscotch/4 square
5. Mandatory Energy Conservation features:
- Energy Star qualified refrigerator;
 - Energy Star qualified dishwasher;
 - Energy Star qualified washing machine, if provided by applicant;
 - Minimum SEER of 15 for unit air conditioners (excluding buildings with a central chiller system);
 - Caulk, weather strips, hole seals, cracks, etc.
 - Sealed and insulated heating and cooling system ducts
 -
 - Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 - Low-flow water fixtures in bathrooms--WaterSense labeled products or the following specifications:
 - Toilets: 1.6 gallons/flush or less
 - Faucets: 1.5 gallons/minute or less
 - Showerheads: 2.2 gallons/minute or less.
 - Programmable thermostat in each unit
6. Other energy conservation features:
- Energy Star ceiling fans in all bedrooms and living areas
 - Energy Star exhaust fans in bathrooms
 - Energy Star rating for all windows
 - Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings
 - FL Yards and Neighborhoods certification on all landscaping

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7. Design, Amenity & Energy Efficiency Issues: None

- The proposed development meets all requirements for unit and development amenities and energy conservation feature.

D. Public Purpose/ Resident Services:

1. The proposed affordability period is for perpetuity.
2. The income set-aside is 100% below 60% AMI.
3. The resident services/programs include (no optional services/programs selected):
 - Participation in Crime Free Multi-Housing Program sponsored by the Jacksonville Sheriff's Office (M)
 - Health Care Screening (M)
 - Resident Activities (M)
 - On Site Voter Registration (M)
 - Life Safety Training (O)
 - Health and Nutrition Classes (O)
 - Homeownership Opportunity Program (M)
 - First-time homebuyer seminars (M)

4. Public Purpose Issues: None

- The Applicant is providing services and programs for residents that exceed JHFA standards.

E. Ability to Proceed

1. Site control is established by a contract for purchase and sale.
2. The site is zoned Multi-Family Units 10 or More; Property Use 0300, for which the development is an allowable use (verified by FHFC form signed by City).
3. Availability of electricity, water and, sewer is verified by letters from JEA.
4. Verification of road capacity is verified by FHFC (form signed by City).
5. The applicant's schedule calls for a bond closing in June 2020. This is extremely optimistic—with a realistic date in late Summer 2020.
6. **Ability to Proceed Issues: None.**

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F. Experience of Development Team:

1. The developer and the members of the team that were identified have adequate experience with affordable housing, bond transactions, and housing credits. This team has closed multiple bond and JHFA loan transactions in recent years.
2. The credit underwriter will review all team members.

Experience of Development Team Issues: None.

G. Other requirements: Expense and Indemnity Agreement

- The required Expense and Indemnity Agreement was executed.

H. Site Location and Market

1. This development is located the Wesconnett area. It is an existing property with 100% of the units with project-based Section 8, and a current occupancy of 99%. Accordingly, there are few market concerns.
2. An independent market study will be evaluated by the credit underwriter.
3. **Site Location and Market Issues:** None.

I. Rehabilitation and Tenant Relocation

1. The Applicant has provided a detailed scope of rehabilitation and tenant relocation plan. They can be found on pages 158-161 and 165-170 of the PDF of the application.
2. The Applicant's summary of the rehabilitation:
There will be a new playground to replace the existing, worn playground, as well as new picnic benches, a grill, and a car care space for any resident to access. The Applicant has made selections for construction features noted on page 13 of this application and agrees to provide all required amenities and services set forth in this application and in the Land Use Restriction Agreement. The units will be remodeled to have brand new vinyl plank flooring, double-pane glass on all windows, new kitchen cabinets and counter tops, among other cosmetic features. The appliances will be entirely replaced with energy efficient appliances and the units will have washer and dryer hook ups installed post rehab.
3. The relocation plan will involve temporary movement of residents, but will meet all HUD guidelines.
4. **Rehabilitation and Tenant Relocation Issues:** None.

JACKSONVILLE HOUSING FINANCE AUTHORITY

Multifamily Mortgage Revenue Bond Program

Application

SUBMIT ORIGINAL & 6 COPIES, A PDF OF THE COMPLETE APPLICATION & AN APPLICATION FEE 0.1% (10 BASIS POINTS) OF THE REQUESTED BOND AMOUNT, BUT IN NO CASE LESS THAN \$7,500

TO:

Laura Stagner
Director of Finance
Housing and Community Development
214 N. Hogan St., 7th Floor
Jacksonville, Florida 32202

SUBMIT ONE (1) COPY & \$3,000 REVIEW FEE TO:

THE HENDRICKSON COMPANY
1404 ALBAN AVENUE
TALLAHASSEE, FLORIDA 32301
850.671.5601

GENERAL INFORMATION

Tax Exempt Bond Amount Requested:\$ 9,300,000.00

Taxable Bond Amount Requested: \$ 0.00

Total Bond Amount Requested: \$ 9,300,000.00

Total Project Cost:\$ 17,468,207.00

Development Name : Timuquana Park Apartments

Note: After Final Board Approval, Development name MAY NOT BE CHANGED OR ALTERED WITHOUT CONSENT OF THE AUTHORITY. If available, provide the actual trade, “marketing” or d/b/a name.

Development Street Address/Zip Code (if new construction, give closest street names, city and zip code):

5615 Seaboard Ave, Jacksonville, FL 32244

Legal description is attached behind tab labeled “Exhibit 1.” The Project must be located in Duval County. (THRESHOLD)

SUMMARY OF PROPOSED DEVELOPMENT

	NAME OF PROJECT
Developer and Address (City and State)	Southport Development, Inc. 5403 West Gray Street Tampa, FL 33609
Contact Person (phone and email)	Brianne Heffner 813-288-6988; bheffner@sphome.com
Development Location	5615 Seaboard Avenue Jacksonville, FL 32244
Type NC/Rehab	Rehab
Type: Concrete or Wood	Wood
Number of Buildings Number of stories Elevator?	18 single story residential buildings; zero elevators
Bedrooms per unit size	_____efficiency <u>28</u> 1 bedroom <u>56</u> 2 bedrooms <u>16</u> 3 bedrooms
Total Square Feet	84,256 sq ft. total
Bonds Requested Total and per unit	\$93,000.00 bonds per unit
Total Cost	\$17,504,197.00
Cost per unit	Rehab cost per unit:\$40,000 TDC cost per unit: \$175,042
Land Cost	\$735,000.00
Acquisition of Building Cost if applicable	\$8,000,000.00
Hard Rehab Cost or Construction Cost	\$4,000,000.00
General Contractor	Vaughn Bay Construction, Inc.
Credit Enhancement if utilizing Bonds	Freddie TEL through JLL
Set Aside Period	50 years
Set Aside Levels	40% at 60% AMI
Development Design Type	_____ highrise <u>X</u> garden _____ quadraplex _____ mid-rise _____ townhouses _____ other explain)_____

DEVELOPMENT SUMMARY AND TIMELINE

- A. Provide a short narrative description of the Development, including all amenities, unit features and scope of work to be performed. MAJOR Development AMENITIES WILL BE INCLUDED IN THE LAND USE RESTRICTION AGREEMENT AND/OR THE LOW INCOME HOUSING AGREEMENT, IF APPLICABLE. Also attach as Exhibit 2 a timeline for the completion of the development which includes all key dates, including anticipated timing of permits and credit underwriting, bond closing date, completion of construction, rent up, and stabilization.

Timuquana Park Apartments is a existing multifamily development located in Jacksonville, FL. Comprised of 100 units this development was built in 1980 and has several basic amenities. Our scope of work includes replacing 100% of the existing appliances and installing dishwashers as well as washer and dryer hookups in each unit. The existing systems will be enhanced to operating more efficiently and cost effectively. The site will have a brand new playground installed and several community programs and amenities will be included as part of the rehab. Please see Exhibit 2 for additional details.

- B. **TO BE CONSIDERED COMPLETE**, the Application must include a map showing the Development's location, and the location, age, number of units and current occupancy of competing bond and HC developments within a five mile radius (info on age, number of units and occupancy can be shown on chart attached to the map). The map should also include any bond or HC developments within the same radius that are under construction or in credit underwriting either at the Jacksonville Housing Finance Authority and FHFC. Additionally, the map should show the Development's proximity to community services, medical facilities, schools, shopping, major business and employment centers, and availability of public transportation. This may be found directly behind tab labeled "Exhibit 3.
- C. Applicant must provide a proposed plan for utilizing local, small, and emerging business in the City/County as approved by the City Council for the City of Jacksonville in Chapter 126, Ordinance Code. This may be found directly behind tab labeled "Exhibit 4.

I. APPLICANT INFORMATION

A. Applicant Name: Timuquana Affordable LLC

Must be a legally formed entity (i.e., limited partnership, corporation, etc.) qualified to do business in the State of Florida at the time of submission of Application. Include a copy of the certificate of good standing from the Florida Secretary of State. If the Applicant is a general partnership or joint venture, provide a copy of the partnership/joint venture agreement. Documentation can be found behind tab labeled "Exhibit 5".

Note: If four percent tax credits will be sought and it is contemplated that the tax credits will be syndicated, the Applicant entity must be a limited partnership or a limited liability company at the time of application for the tax credits. The Applicant entity will be the recipient of the tax credits and CANNOT BE CHANGED until after a Final Allocation of tax credits has been issued.

Address: 5403 West Gray Street, Tampa, FL 33609

Telephone: 813-288-6988

Facsimile: _____

Email: bheffner@sphome.com

B. Applicant's Federal Taxpayer Identification Number: 84-4859855

C. If partnership, name of general partner(s): Timuquana Affordable Manager, LLC

If corporation, name and title of executive officer: _____

Address: 5403 West Gray Street, Tampa, FL 33609

Telephone: 813-288-6988

Facsimile: _____

D. Designated Contact Person: Person with decision making authority with whom the Authority will correspond concerning the Application and Development for Applicant/Borrowing Entity (not a consultant). Who is the Designated Contact Person for this Development?

Brianne Heffner

Relationship to Applicant: Vice President of Development

Address: 5403 West Gray Street, Tampa, FL 33609

Telephone: 813-288-6988

Facsimile: _____

Email: bheffner@sphome.com

E. Nonprofit Status

1. Is the Applicant a 501(c)(3) non-profit organization pursuant to the Internal Revenue Code?

No X Yes _____ If "yes" provide the following items:

- Attach evidence of non-profit status behind tab labeled "Exhibit 6."
- Attach attorney's opinions as required by the Code behind tab labeled "Exhibit 7; and
- Attach evidence that the nonprofit has not exceeded its allocation cap behind tab labeled "Exhibit 8."

II. DEVELOPMENT INFORMATION

A. Development Location:

1. Address: 5615 Seaboard Ave, Jacksonville, FL 32244

(if new construction, give closest street names, city and zip code):

2. Is the development located in a HUD-designated DDA ZCTA and eligible for the Small Area boost Yes _____ No X

Note: The assigned Small Area DDA ZCTA number(s) is available at <https://www.huduser.gov/portal/Datasets/qct/DDA2016M.PDF> and the applicable HUD mapping software is available at https://www.huduser.gov/portal/sadda/sadda_qct.html. If the proposed Development is located in a metropolitan area and consists of Scattered Sites, the DDA designation will only apply to the Scattered Site(s) that are located within a HUD-designated DDA ZCTA.

3. City Council Member District and name of Council Member for this Development's location:
District 9
Council Member Garret Dennis

B. Development Category and Population:

1. a. Choose all that apply:

<input type="checkbox"/> New Construction	<input type="checkbox"/> Acquisition*	<input type="checkbox"/> Remarketing
<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Refunding	<input checked="" type="checkbox"/> Acquisition/Rehab

- b. If acquisition, rehabilitation, or acquisition/rehab was selected, is the development occupied?

No _____ Yes X

Note: If an acquired Development is occupied, it must be in compliance with program rules at the time of the Bond Closing. Contact the Authority staff immediately for a letter of determination.

- c. If acquisition, rehabilitation, or acquisition/rehab was selected, does the project have expiring Section 8 rental assistance contracts or expiring affordable housing land use restrictions?

No X Yes _____

Note: If yes, evidence from the appropriate financing entity will be required during credit underwriting

2. Choose the category that describes the population to be served:

☒ Family ☐ Elderly ☐ Other: _____

C. Has construction begun? No X Yes _____ Date permits issued: _____

Is the development complete? No X Yes _____ Date CO issued: _____

If certificates of occupancy were issued on more than one date, attach a listing of issue-dates for each building directly behind tab labeled "Exhibit 9."

If not, what is the anticipated placed-in-service date? December 31, 2021

- D. Number of Units:

Total Number of Units 100 (Market rate, Set-aside, and manager units)

Number of Residential Units 100 (Market rate units plus Set-Aside units)

Number of Set-Aside Units: 100

Percent of Set-Aside Units: 100 (# Set-Aside Units/#Residential Units)

- E. Manager/Employee Units: Are there one or more manager or employee units in the Development?

No X Yes _____ If yes, how many? _____ Unit type(s) _____

If so, will each unit be occupied by an income-eligible manager/employee and included in the number of units set aside? If included in set-aside, it must be used in all calculations for number of units, e.g. in rent charts, pro formas, etc. NOTE: If manager//employee unit(s) is exempt from HC rent restrictions, the unit rent should be calculated as if it were a market rate unit.

No N/A Yes _____

- F. Breakdown of units by square footage and monthly rent charged. All units in the development must be listed INCLUDING all manager/employee units. Indicate manager/employee units with an asterisk.

# of Bedrms/ Unit	# of Baths Per Unit	Square Feet Per Unit	# of Units Per Bedrm type	% of Area Median Income	Monthly Gross Rent for Set- Aside Units*	Less Utility Allowance (for HC Developmen ts)	Net Rent for Set- Aside Units	Monthly Market Rent+
1	1	624	60	60%	980			
2	1	882	60	60%	1,070			
3	1	1,087	60	60%	1,265			

* NOTE: For any Development anticipating the use of tax credits, gross rents include the rent *plus* the allowance for resident-paid utilities for set-aside units. These rents may not exceed the allowable rents for the chosen set-aside as shown on the applicable rent charts included in the Tax Credit Application Package. Rents will be capped based on set-aside chosen.

+ NOTE: Answer for market rate units only.

- G. Minimum Set-aside required for Tax Exempt Bond Financing. **CHOOSE ONLY ONE:**

- ☐ 20% of units at 50% of area median income
☒ 40% of units at 60% of area median income

- H. Development Design. Check the one design that best describes this Development:

- ☒ Garden Apartments ☐ High Rise ☐ Mid-Rise with elevator
☐ Townhouses ☐ Quadraplexes ☐ Other: _____

- I. Development Size. Identify acreage or lot size of entire Development: 9.68
 (NOTE: If Development is a phased Development, include only the acreage for this phase.)

III. PROPOSED DEVELOPMENT FINANCING AND STRUCTURE

A. Proposed Finance Summary (The applicant is required to complete the pro forma found in Attachment 9)

	Check, if Applicable	Amount	% of Development Cost	\$ Per Unit
		\$	%	\$
Tax-exempt Bonds*	<input checked="" type="checkbox"/>	\$9,850,000	59 %	\$ 98,500
Tax-exempt Bonds**	<input type="checkbox"/>	\$	%	\$
Taxable Bonds	<input type="checkbox"/>	\$	%	\$
Conventional	<input type="checkbox"/>	\$	%	\$
SAIL (Previous Cycle)	<input type="checkbox"/>	\$	%	\$
SAIL (Anticipated Funds)	<input type="checkbox"/>	\$	%	\$
SAIL ELI (Anticipate Funds)	<input type="checkbox"/>	\$	%	\$
HOME (State Funds)***	<input type="checkbox"/>	\$	%	\$
HOME (Local Funds)***	<input type="checkbox"/>	\$	%	\$
CDBG***	<input type="checkbox"/>	\$	%	\$
SHIP***	<input type="checkbox"/>	\$	%	\$
HC Equity (4% credits)	<input checked="" type="checkbox"/>	\$5,103,489	29 %	\$51,034.90
Other (Explain below:	<input checked="" type="checkbox"/>	\$2,550,707	21 %	\$ 25,507.00
Total		\$17,504,197	100 %	\$ 175,042

Other: Jacksonville HFA Loan in the amount of \$1,000,000.00

Deferred Developer Fee in the amount of \$1,550,707

* Subject to state bond cap pursuant to Section 42(h)(4)(B). IRS, as amended.

** Not subject to the state bond cap pursuant to Section 42(h)(4)(B), IRC, as amended.

*** Explain below whether the funds have been committed, or are being sought in a future funding cycle.

Explanation of SAIL, HOME, CDBG and/or SHIP funding:

For the viability of the rehabilitation we are respectfully requesting a Local Government Jacksonville HFA Loan in the amount of \$1,000,000.00

If SAIL, HOME, CDBG and/or SHIP funding is shown as already committed, **attach a letter from the appropriate governmental entity detailing the commitment**, including the dollar amount, source of funding, conditions of funding (including income and/or rent restrictions), whether the funding is a loan or a grant, and if a loan, the interest rate, loan term, amortization, and payback schedule. Attach the letter(s) as "Exhibit 10."

B. If SAIL, HOME, CDBG and/or SHIP funding is shown and is not firmly committed, attach an explanation of how the development will be completed without those funds. Attach the explanation as "Exhibit 11".

C. If SAIL or HOME funding from Florida Housing is not shown, does the Applicant intend to apply for such funding? If so, how much: \$ 0. What will be the anticipated use of the SAIL or HOME funds if received? _____

D. Tax Credits. If the Development receives Bond financing, will HC be used? No _____ Yes X

1. If yes, HC Requested Amount \$ 580,000

2. If yes, name of Syndicator: Raymond James

A copy of the Commitment or Letter of Interest for the syndicator including a contact person's name, address and telephone number; credit underwriting standards; and an outline of proposed rate and terms, must be attached as "Exhibit 12".

A preliminary commitment letter is included as "Exhibit 13". The letter must include a description of how the syndication funding will be paid out during construction and following completion. At least 50% of the amount needed to complete construction must be paid at bond closing. **A firm commitment letter must be provided during the Credit Underwriting.**

E. Rental Assistance. Is development-based rental assistance **anticipated** for this Development?

No _____ Yes X If yes, check all that apply:

☐ Moderate Rehab

☐ RD 515

☒ Section 8

☐ Other _____

Number of units receiving assistance: 100%, 100 units

13 years remaining; as part of this rehabilitation a new 20

Number of years remaining on rental assistance contract: year HAP Contract is in progress

F. Credit Enhancement

A copy of the Commitment or Letter of Interest for the credit enhancer(s) and/or placement agent, including a contact person's name, address and telephone number; credit underwriting standards; and an outline of proposed rate and terms, must be attached as "Exhibit 14".

2. 50% Bond Test: For purposes of meeting the 50% bond test to receive automatic HC, tax-exempt bonds represent 59 %. Attach a detailed 50% test calculation as "Exhibit 15".

G. Proposed Structure. The outline of the proposed structure must include, at a minimum, the following: whether a combination of tax-exempt and taxable bond financing expected, whether a fixed or floating interest rate is expected, mortgage term, amortization schedule, interest terms, description of the credit enhancement or placement structure, and additional financing or equity sources. **Material changes in the proposed structure after submittal of the application may**

result in delay of consideration by the Authority or loss of priority. A description of the proposed financing structure is attached as “Exhibit 16.”

H. **Economic Feasibility of the Development.** A description of the Development feasibility structure must be attached as “Exhibit 17” and include, at a minimum, the following:

- a. 15-year Pro forma cash flow
- b. Maximum interest rate at which the Development will work
- c. Detailed sources and uses, including a breakout for each line item on a per unit cost basis.

IV. PUBLIC POLICY ISSUES

1. The Applicant agrees to abide by the set-asides described in this application for 50 years with a minimum of 50 years.
2. Applicant must agree to participate in the Crime Free Multi-Housing Program sponsored by the Jacksonville Sheriff’s Office. Terms of this program are included as Attachment 2. Proof of participation must be provided to the Authority semi-annually.
3. Describe in detail all resident programs and activities that will be provided by the Applicant. Each program mandated by the Authority or selected by the Applicant will be made a part of the Land Use Restriction Agreement, and must be described behind tab labeled “Exhibit 18.” Developments that include a mix of elderly and non-elderly units must provide all resident programs mandated for both elderly and non-elderly developments. The resident programs to be provided are:

a. Resident programs for **All Applicants:**

☒ **Health Care – Mandatory** - Regularly scheduled visits by health care professionals such as nurses, doctors, or other licensed care providers. At a minimum, the following services must be provided at no cost to the resident: health screening, flu shots, vision and hearing tests. Regularly scheduled is defined as not less often than once each quarter. On-site space must be provided.

☒ **Resident Activities – Mandatory** - Regularly scheduled, specified activities, planned, arranged, managed, and paid for by the Applicant or its management agent as an integral part of the management plan. The Applicant must develop and execute a comprehensive plan of varied activities such as holiday or special occasion parties, community picnics or cookouts, newsletters, children’s special functions, etc., to bring the resident together, foster a sense of community, and encourage community pride.

☒ **On Site Voter Registration – Mandatory** – The Applicant or its Management Agent shall work with the County Supervisor of Elections to arrange on-site voter registration. The registration shall be at least quarterly, and shall be during weekend and other traditionally non-work times.

☐ **Swimming Lessons – Optional** – The Applicant or its Management Agent shall provide on-site swimming lessons for children or adults, at no cost to the resident, at least three

times each year.

- ☒ **Life Safety Training – Optional** – The Applicant or its Management Agent shall provide on-site courses such as fire safety, first aid (including CPR), etc. at least twice each year, at no cost to the resident.
- ☒ **Health and Nutrition Classes – Optional** – The Applicant or its Management Agent shall provide on-site classes, at no cost to the resident, at least 8 hours per year.
- ☐ **Day Care – Optional** – either:
 - ☐ Day care facility for children or adults on-site, or
 - ☐ A discount of at least 20% at a day care facility for children or adults within 3 miles of the development.
- ☐ **Case Management/Residential Stabilization/Services – Optional** – This service must be provided by a qualified social worker at no cost to the resident. This program requires that the following services be made available on-site no less often than once a week: crisis intervention, individual and family needs assessment, problem solving and planning, appropriate information and referral to community resources and services based on need, monitoring of ongoing ability to retain self-sufficiency, and advocacy to assist clients in securing needed resources.

b. Residential Programs for **Elderly Developments**:

- ☐ **Resident Assurance Check-In Program – Mandatory** – Applicant must provide and use an established system for checking in with each resident on a predetermined basis not less than once per day. Residents may opt out of this program with a written certification that they chose not to participate.
- ☐ **Daily Activities – Mandatory** – Applicant or its Management Agent must provide supervised, structured activities at least five days per week. Activities must be on-site and at no charge to the residents.
- ☐ **Meals – Optional** – Applicant must pay for daily, at least one meal per day, delivery and cost of meals to the residents or provide for the daily preparation and serving of meals in a designated common on-site facility. Programs such as “Meals on Wheels” will not qualify for points because Applicant is not providing the service.
 - ☐ Applicant will provide for delivery and cost of daily meals (at least one meal per day) to be served in a designated common facility located on-site; or
 - ☐ Applicant will arrange for daily meals, at least one meal per day, to be delivered to the residents at no cost to the residents.
- ☐ **Private Transportation for the Development – Optional** – The Applicant or its Management Agent, at no cost to the resident, must provide a qualified driver and have a safe and serviceable vehicle that can transport residents to off-site locations for such things as medical appointments, public service facilities, and/or educational or social activities. A nearby bus stop or access to programs such as “Dial a Ride” will not be

acceptable for purposes of this commitment.

- ☐ **Assistance with Light Housekeeping, Shopping and/or Laundry – Optional –** Applicant must provide weekly assistance with at least two of the following: (1) light housekeeping, and/or (2) grocery shopping, and/or (3) laundry, at a rate which is at least 25% lower than market.
- ☐ **Manager On-Call 24 Hours Per Day – Optional –** Applicant must provide a manager and/or security guard on the Development's premise at all times who is available and accessible to the residents 24 hours per day, seven days per week.

c. Resident Programs for **Non-Elderly Developments:**

- ☒ **Homeownership Opportunity Program – Mandatory –** Applicant must provide a homeownership opportunity program available to all residents in compliance with their current lease. The program must set aside 5% of the resident's gross rent toward a downpayment for that resident when the resident moves from the development into homeownership. The resident may be suspended from the program during the period of a lease if the resident violates any provision of the lease. Upon renewal of the lease, the resident must be reinstated into the program for the period of that renewal, with suspension permitted under the same terms as discussed above. The homeownership opportunity program must also include financial counseling for all residents, with emphasis on credit counseling and other items necessary for successful purchase of, and maintenance of a home.
- ☒ **First Time Homebuyer Seminars – Mandatory –** Applicant must arrange for and provide at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners.
- ☐ **After School Program for Children – Optional –** Applicant or its Management Agent must provide daily, supervised, structured, age-appropriate activities for children during the after-school hours. Activities must be on-site and at no charge to the residents.
- ☐ **Literacy Training – Optional –** Applicant must make available, at no cost to the resident, a literacy tutor(s) to provide weekly literacy lessons to residents in private space on-site and must include English as a Second Language lessons to residents in private space on-site
- ☐ **Job Training – Optional –** Applicant must provide, at no cost to the resident, regularly scheduled classes in typing, computer literacy, secretarial skills or other useful job skills. Regularly scheduled means not less often than once each quarter.

4. Describe in detail all design and other physical amenities that provide enhanced quality of life, energy efficiency, increased security, handicapped accessibility, or other features. Each feature mandated by the Authority or selected by the Applicant will be made a part of the Land Use Restriction Agreement, Developments that include a mix of elderly and non-elderly units must provide design features for both elderly and non-elderly units must provide design features for both elderly and non-elderly developments. The design and amenity features to be provided are:

- a. **In addition to meeting all building code, Fair Housing Act, and Americans with Disabilities Act Requirements, the following items are required:**

- **Air conditioning** (window units are not allowed), in all units
- **Dishwasher**, in all new construction units
- **Garbage Disposal**, in all new construction units
- **Cable TV Hook-Up**, in all units
- **At least two full bathrooms** in all **3 bedroom or larger** new construction units
- At least **1 and ½ bathrooms** (one full bath and one with at least a toilet and sink) in all new construction **2 bedroom units**
- **Minimum square footage requirements** for all new construction units of 600 square feet (one bedroom), 850 square feet (two bedroom), 1050 square feet (three bedroom), and 1200 square feet (four bedroom or greater)
- **Full sized appliances** in all units
- **Bathtub** in at least one bathroom in new construction non-elderly units
- **Exterior Lighting** for all buildings and parking areas
- Window Treatments (mini-blinds, curtains, vertical blinds) inside each unit- identify treatment mini-blinds

b. For **New Construction Units**, the applicant may select items from the following list. The selected items must total 25 points:

- ☐ 30 Year Expected Life Roofing on all Buildings (5 points)
- ☐ Gated community with “carded” entry or security guard, or if mid-or-high-rise, “carded” secure entry to building (4 points)
- ☐ Ceramic tile Bathroom Floors (2 points)
- ☐ Microwave Oven (3 points)
- ☐ Marble Window Sills (3 points)
- ☐ Fire Sprinklers in All Units (5 points)
- ☐ Steel entry door frames (4 points)
- ☐ Termite prevention/detection system (2 points)
- ☐ Built-in computer desks (2 points)
- ☐ Exterior lighting (3 points)
- ☐ Double compartment kitchen sink (1 point)
- ☐ Laundry Hook-ups and space for washer/dryer inside each unit (3 points)

c. For **Rehabilitation of Existing Development**, the applicant may select items from the following list. The selected items must total 25 points:

- ☒ Laundry Hook-ups and space for washer/dryer inside each unit (3 Points)
- ☒ 30-Year Expected Life Roofing on all Buildings (4 points)

- ☐ Gated community with “carded” entry or security guard, or if mid-or-high rise, “carded” secure entry to building (3 points)
 - ☒ Ceramic Tile Bathroom Floors (2 points)
 - ☒ Microwave Oven (3 points)
 - ☐ Fire Sprinklers in All Units (4 points)
 - ☒ Dishwasher inside each unit (3 points)
 - ☒ Garbage disposals inside each unit (3 points)
 - ☒ Steel entry door frames (3 points)
 - ☒ Termite prevention/detection system (2 points)
 - ☒ Double compartment kitchen sink (1 point)
- ** Due to the economic constraints of the limited rehabilitation budget we are only able to achieve 24 of the 25 points***

d. For **Elderly Developments** or developments with elderly units, the applicant may select from the following list. The selected items must be on-site and total 16 points (2 points each):

- ☐ Emergency call service in all elderly units
- ☐ Hairdresser Shop or Barber Shop on site
- ☐ Laundry facilities available on every floor
- ☐ All bathrooms in elderly units handicapped accessible with grab-bars per ANSI requirements
- ☐ Public transportation within 150 feet of property (or elderly building if mixed family-elderly)
- ☐ Exercise room with appropriate equipment
- ☐ Community center or clubhouse
- ☐ Swimming pool
- ☐ Covered picnic area with at least three permanent picnic tables and a permanent outdoor grill
- ☐ Outside recreation facility (such as shuffleboard court, putting green, tennis court). Identify facility: _____
- ☐ Library consisting of a minimum of 100 books and 5 magazine subscriptions. The Library must include a computer lab.
- ☐ Garden Area (must be sized in proportion to development’s size and expected resident population)

e. For **Non-Elderly Developments**, or developments with non-elderly units, the applicant may select from the following list. The selected items must be on-site and total 16 points (2 points each):

- ☐ Exercise room with appropriate equipment
 - ☒ Community center or clubhouse
 - ☐ Swimming pool
 - ☒ Playground/tot lot (must be sized in proportion to development’s size and
- ** Due to the economic constraints of the limited rehabilitation budget we are only able to achieve 14 of the 16 points***

- expected resident population with age-appropriate equipment
- ☒ Car care area (for car cleaning/washing)
- ☒ Childcare facility located within three miles of the property
- ☒ Public transportation located within one-half mile of the property
- ☒ Library/study room consisting of a minimum of 100 books and 5 magazine subscriptions. The Library must include a computer lab.
- ☒ Two or more parking spaces per unit
- ☒ Outside recreation area for older children (such as basketball court, tennis court, volleyball court, etc.). Identify facility:
Shuffleboard/Activity Court, Hop Scotch, 4-square

- f. **Energy Conservation Feature** – For all developments, the applicant may select from the following list.

Mandatory Features:

- **Energy Star qualified refrigerator;**
- **Energy Star qualified dishwasher;**
- Energy Star qualified washing machine, if provided by applicant;
- Minimum SEER of 15 for unit air conditioners (excluding buildings with a central chiller system);
- Caulk, weather strips, seal holes, cracks, etc. (Rehab developments)
- Sealed and insulated heating and cooling system ducts (Rehab developments)
- Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms--WaterSense labeled products or the following specifications:
 - Toilets: 1.6 gallons/flush or less
 - Faucets: 1.5 gallons/minute or less
 - Showerheads: 2.2 gallons/minute or less.
- Programmable thermostat in each unit

Optional Green Building Features:

Applicant must choose at least five (5) items from the following list:

- **Energy Star ceiling fans in all bedrooms and living areas**
- **Energy Star qualified roofing material or coating**
- Energy Star exhaust fans in bathrooms
- **Energy Star rating for all windows**
- **Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings**
- **FL Yards and Neighborhoods certification on all landscaping**
- Eco-friendly flooring -- Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, recycled content tile, and/or natural linoleum
- Eco-friendly cabinets – formaldehyde free, material certified by the Forest Stewardship Council

V. ABILITY TO PROCEED

Each Application shall be reviewed for feasibility and ability of the Applicant to proceed with construction of the Development.

A. Site Control

Site Control must be demonstrated by the APPLICANT. At a minimum, a Contract for Purchase and Sale must be held by the Applicant for the proposed site. The contract may not expire before 7 months from date the Bond Application was submitted to JHFA and the remedy for default on the part of the seller must include or be specific performance, and the buyer **MUST** be the Applicant. Site is controlled by:

 X Contract for Purchase & Sale,

 Recorded Deed,

 Long-Term Lease: If site control is demonstrated by long-term lease, a copy of the executed lease must be provided. The lease may be contingent only upon the receipt of Bond Financing

IMPORTANT: If site control is not held by the Applicant, a fully executed, enforceable **contract for purchase and sale or assignment of contract** must be provided which obligates the seller or assignor to transfer the site to the Applicant contingent **ONLY** upon the award of Bond Financing. If site control is evidenced by contract for purchase and sale, the Authority may give preference to those contracts that evidence ability to extend through December 31, (after the initial 7 month site control requirement). Evidence of Site Control can be found directly behind tab labeled “Exhibit 19.”

B. Zoning and Land Development Regulations

1. a. Is the site appropriately zoned for the proposed Development: No Yes X

b. Indicate zoning designation (s) Multi-family Units 10 or More; Property Use 0300

c. Current zoning permits units per acre, or for the site (PUD).

d. Total Number of Units in Development: 100

Note: at a minimum, the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions must permit the proposed Development.

2. New Construction Zoning and Land Development Regulation Development Requirements:

a. Applicant must provide a letter from the appropriate local government official that the Development is consistent with zoning and land development regulations, which verify that the site is appropriately zoned and consistent with local land use regulations regarding density and intended use. **To meet minimum requirements, attach a letter from the appropriate local government official verifying that the current, applicable Future**

Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions permit the proposed Development. The local government verification letter can be found directly behind tab labeled “Exhibit 20”

3. Rehabilitation Zoning and Land Development Regulation Development Requirements:

Applicant must provide a letter from the appropriate local government official that the Development is consistent with zoning and land development regulations, which verifies that the site is appropriately zoned and consistent with local land use regulations regarding density and intended use. **To meet minimum requirements, attach a letter from the appropriate local government official verifying that the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions permit the proposed Development.** The local government verification letter can be found directly behind tab labeled “Exhibit 21.”;

4. Site Plan

1. New Construction: Evidence must be provided on the status of Site Plan approval. **To meet minimum requirements, attach a letter from the appropriate local government official verifying the status of Site Plan approval. The letter must be development specific and must state if Site Plan has been approved or if the plan has been through a conceptual or preliminary review. Evidence is attached as “Exhibit 22.”**
2. Rehabilitation: Was site plan approval required by local governmental authorities at the time this Development was originally placed in service?

Yes X No

A COPY OF THE SITE PLAN OR “AS BUILT” SURVEY WILL BE REQUIRED PRIOR TO BEING INVITED INTO CREDIT UNDERWRITING

D. Environmental Safety:

A COPY OF A PHASE I ENVIRONMENTAL REPORT AND IF REQUIRED A PHASE II AND REMEDIAL ACTION REPORT WILL BE REQUIRED DURING CREDIT UNDERWRITING

- E. Concurrency. Attach a letter or letters from the local government or provider verifying availability of infrastructure and capacity for the proposed Development. Letters must be Development-specific and dated within 3 months of the date of the Application .

Electricity	Exhibit 23
Water	Exhibit 24
Sewer capacity, Package Treatment, or Septic Tank	Exhibit 25
Roads	Exhibit 26

F. Experience of the Development Team-

The past performance record of the development team (which consists of Developer, Management Agent, General Contractor, Architect/Engineer, Attorney, and Accountant) will be carefully reviewed. **IF THERE ARE ANY MEMBERS OF THE TEAM THAT WERE A PART OF THE TEAM ON A JHFA BOND TRANSACTION THAT CLOSED IN THE LAST TWO YEARS, YOU ONLY NEED TO COMPLETE THE INFORMATION ASKED BELOW FOR EACH MEMBER THAT MEETS THIS REQUIREMENT AND AN EXPERIENCE CHART DOES NOT NEED TO BE PROVIDED.**

1. Experience of Developer: Name: Southport Development, Inc.
Principal(s): J. David Page

- a. Provide the Experience Chart as Exhibit 27”.
- b. Has the Developer, or any of the principals of the Developer been associated with any development that has gone into default or given “troubled development” status?
Yes _____ No X
If “Yes”, attach a detailed explanation of the situation(s) and resolution as “Exhibit 28.”
- c. Has the Developer or any principal of the Developer been associated with any development that has been found in non-compliance with program requirements; i.e. an incurred 8823?
Yes _____ No X
If “Yes”, attach a detailed explanation of the situation(s) and resolution as “Exhibit 29.”

2. Experience of General Partner. Name: Timuquana Affordable Manager, LLC
If entity, name of principal(s): Scott Seckinger, Michael Molinari, Paul Fortino

- a. Fill out the attached chart. Provide the Experience Chart as Exhibit 30.
- b. Has the General Partner, or any of the principals of the General Partner been associated with any development that has gone into default or given “troubled development” status?
Yes _____ No X
If “Yes”, attach a detailed explanation of the situation(s) and resolution as “Exhibit 31.”
- c. Has the General Partner or any principal of the General Partner been associated with any development that has been found in non-compliance with program requirements?

Yes _____ No X

If “Yes”, attach a detailed explanation of the situation(s) and resolution as “Exhibit 32.”

3. Experience of Management Agent. Name: Cambridge Management, Inc. a Washington corporation doing business in Florida as Cambridge Management of Washington, Inc.
Principal(s): J. David Page, Paul Page, Stephen Page

a. Fill out the attached chart and provide as “Exhibit 33”

- b. Has the Management Agent, or any of the principals of the Management Agent been associated with any development that has gone into default or given “troubled development” status?

Yes _____ No X

If “Yes”, attach a detailed explanation of the situation(s) and resolution as “Exhibit 34”

- c. Has the Management Agent or any principal of the Management Agent been associated with any development that has been found in non-compliance with program requirements; ?

Yes _____ No X

If “Yes”, attach a detailed explanation of the situation(s) and resolution as “Exhibit 35.”

4. Experience of General Contractor. Name: Vaughn Bay Construction, Inc.

a. Fill out the attached chart and provide as “Exhibit 36”

5. Experience of Architect. Name: Architectonics Studio, Inc.

a. Fill out the appropriate attached chart and provide as “Exhibit 37”

6. Experience of Engineer. Firm Name: Not Applicable

a. Fill out the appropriate attached chart and provide as “Exhibit 38”

7. Experience of Attorney. Name: Pepple Cantu Schmidt PLLC

a. Fill out the attached chart and provide as “Exhibit 39”

8. Experience of Accountant. Name: Rettig Flyte Company P.S.

a. Fill out the attached chart and provide as “Exhibit 40”

EXPERIENCE OF DEVELOPER

Name: Southport Development, Inc.
 Address: 5403 West Gray Street
 Phone Number: 813-288-6988 Contact Brianne Heffner
 Email: Bheffner@sphome.com

Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/SHIP/Conventional, etc.
Experience Chart attached as Exhibit 27					

The Applicant must provide, as Exhibit 27, a prior experience chart for each Principal intending to meet the Developer Experience reflecting the required information listed in chart above.

EXPERIENCE OF GENERAL PARTNER

Name: Timuquana Affordable Manager LLC
 Address: 5403 Gray Street, Tampa, FL 33609
 Phone Number: 813-288-6988 Contact Scott Seckinger
 Email: sseckinger@sphome.com

Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/SHIP/Conventional, etc.
Not Applicable					

The Applicant must provide, as Exhibit 30, a prior experience chart for each Principal intending to meet the General Partner Experience reflecting the required information listed in chart above.

EXPERIENCE OF MANAGEMENT AGENT

Name: Cambridge Management, Inc.

Address: 1911 65th Ave W, Tacoma, WA 98466

Phone Number: 253-534-7200

Contact Heather Dixon

Email: hdixon@cmiweb.net

Development Name	Location (City, State)	# of Units	Management Status (current or former)	# of Years Managed	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/SHIP/Conventional, etc.)
Prior Experience Chart attached as Exhibit 33					

The Applicant must provide, as Exhibit 33, a prior experience chart for the Management Agent reflecting the required information listed in chart above.

EXPERIENCE OF GENERAL CONTRACTOR

Company Name: Vaughn Bay Construction, Inc.

Address 1911 65th Ave W, Tacoma, WA 98466

License Number: CBC1526117

Expiration Date: August 31, 2020

Contact Name: Scott Stockstad

Phone Number: 253-534-3000

Email: Scott@vaughnbay.net

Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Year Completed
Prior Experience Chart attached as Exhibit 36					

The Applicant must provide, as Exhibit 36, a prior experience chart for the General Contractor the reflecting required information listed in chart above.

EXPERIENCE OF ARCHITECT

Company Name: Architectonics Studio, Inc.

Address 2600 Dr. MLK Jr. St. N. Ste. 600, St. Petersburg, FL 33704

License Number: AR0017335 Expiration Date: February 28, 2021

Contact Name: Michael Arrigo Phone Number: 727-439-0515

Email: marrigo@asi-fl.com

Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Year Completed
Prior Experience chart attached as Exhibit 37					

The Applicant must provide, as Exhibit 37, a prior experience chart for the Architect reflecting the required information listed in chart above.

EXPERIENCE OF GENERAL ENGINEER

Company Name: Not Applicable

Address _____

License Number: _____ Expiration Date: _____

Contact Name: _____ Phone Number: _____

Email: _____

Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Year Completed

The Applicant must provide, as Exhibit 38, a prior experience chart for the General Engineer reflecting the required information listed in chart above.

EXPERIENCE OF ATTORNEY

Name of Firm: Pepple Cantu Schmidt PLLC

Name of Attorney(s): Amber Williams OR Dave Cantu

Address of Attorney: 2430 Estancia Blvd, Suite 114, Clearwater, FL 33761

Phone Number: 727-724-0100 Email: awilliams@pcslegal.com

Development Name	Location (City, State)	Role (Bond, Real Estate, Other)	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/ SHIP/Conventional, etc.	If Bonds, Name of Issuer
Prior Experience chart attached as Exhibit 39				

The Applicant must provide, as Exhibit 39, a prior experience chart for the Attorney reflecting the required information listed in chart above.

EXPERIENCE OF ACCOUNTANT

Firm Name: Rettig Flyte Company, P.S.

Address: 20 75th St. W. Suite B200, Lakewood, WA 98466

Contact Name: April Flyte Phone Number: 253-564-2508

Email: aflyte@rf-co.com

Development Name	Location (City, State)	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/ SHIP/Conventional, etc.	If Bonds, Name of Issuer
Prior Experience chart attached as Exhibit 40			

The Applicant must provide, as Exhibit 40, a prior experience chart for the Accountant reflecting the required information listed in chart above.

VI. FORM OF EXPENSE AND INDEMNITY AGREEMENT

Attach as Exhibit 41 the “Form of Expense and Indemnity agreement found as Attachment 3 of the Application Exhibit B within the “Application Procedures and Program Guidelines” handbook. An ORIGINAL SIGNATURE must be included on the form contained within the original application. Photocopies of the executed form may be utilized within the 11 copies of the application.

VII. REHABILITATION APPLICANTS ONLY SECTION

Attach as Exhibit 42, a detailed description of the rehabilitation activities and the status and plans for existing residents. At a minimum, the attachment should describe (i) a detail of all rehabilitation, including the rehabilitation cost per unit and the cost for each item, (ii) the current rents at the development compared to the proposed rents, (iii) the plans for the existing residents, both during and after rehabilitation, (iv) the income levels of the current residents, and whether the current residents will qualify as residents after rehabilitation, (v) a copy of any third party physical needs assessment, or explanation for why the document is not available.

VIII. CERTIFICATION (Original Signatures Required)

The undersigned Applicant certifies that the information in this Application is true, correct and authentic.

THE APPLICANT FURTHER ACKNOWLEDGES HAVING READ ALL APPLICABLE AUTHORITY RULES GOVERNING THE PROGRAM AND ACKNOWLEDGE HAVING READ THE INSTRUCTIONS FOR COMPLETING THIS APPLICATION.

THE APPLICANT ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THE JACKSONVILLE HOUSING FINANCE AUTHORITY 2016 MULTIFAMILY BOND ALLOCATION POLICIES AND PROCEDURES AND PROGRAM GUIDELINES HANDBOOK.

THE APPLICANT UNDERSTANDS AND AGREES TO ABIDE BY THE PROVISIONS OF THE APPLICABLE FLORIDA STATUTES AND AUTHORITY PROGRAM POLICIES, RULES AND GUIDELINES.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE. THE PERSON EXECUTING THIS DOCUMENT REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE APPLICANT AND ALL INDIVIDUALS AND ENTITIES NAMED HEREIN TO THIS WARRANTY OF TRUTHFULNESS AND COMPLETENESS OF THE APPLICATION.

THE APPLICANT ACKNOWLEDGES THAT THE AUTHORITY'S INVITATION TO SUBMIT AN APPLICATION DOES NOT CONSTITUTE A COMMITMENT TO FINANCE THE PROPOSED DEVELOPMENT. **BEFORE THE AUTHORITY CAN APPROVE THE PROPOSED DEVELOPMENT FOR FINANCING, IT MUST RECEIVE STATE BOND ALLOCATION AND APPLICANTS MUST SUCCESSFULLY COMPLETE CREDIT UNDERWRITING AND OBTAIN ALL NECESSARY APPROVALS FROM THE BOARD OF DIRECTORS, AUTHORITY COUNSEL, BOND COUNSEL, THE CREDIT UNDERWRITER AND COUNTY COMMISSION AND STAFF.**

	02/18/2020		02/18/2020
Applicant	Date	Signature of witness	
Signature of Witness			

Scott Seckinger i Manager	Jordan Nelson
Name and Title ((typed or printed)	Name (typed or printed)

NOTE: ORIGINAL APPLICATION MUST CONTAIN AN ORIGINAL SIGNATURE PENNED IN BLUE INK, OR THE APPLICATION WILL BE REJECTED AUTOMATICALLY

ATTACHMENT 2



Office of the Sheriff Jacksonville, Florida Crime Free Multi-Housing Program



The Jacksonville Sheriff's Office has implemented a community program called the **Jacksonville Crime Free Multi-Housing Program**. The program, which is endorsed by Sheriff John Rutherford, is a partnership between the Jacksonville Sheriff's Office, owners, managers and residents of our apartment communities. Our goal is to keep drugs and other illegal activity out of our communities.

Crime Free Multi-Housing Program Overview

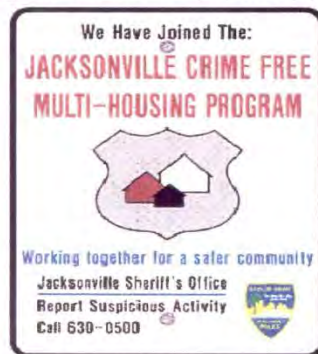
The program was successfully developed by the Mesa Arizona Police Department in 1992. The International Crime Free Multi-Housing Program has spread to nearly 2,000 cities in 44 states, 5 Canadian Provinces, and other countries.

The program consists of three phases that must be completed under the supervision of the Jacksonville Sheriff's Office.

- **Phase 1 – Management Training**
 - Property Managers, owners and staff receive eight hours of training in the operation of the Crime Free Multi-Housing Program.
 - Training consists of the following:
 - Crime Prevention Techniques
 - CPTED (physical security of their communities)
 - Benefits of resident Screening
 - Lease agreements and eviction issues
 - Crime Free Lease Addendum
 - Addressing drug activity and crime on their property
 - Training the community in crime awareness
- **Phase 2 – CPTED Survey**
 - A general CPTED (Crime Prevention through Environmental Design) survey is conducted on the apartment property.
 - A minimum safety standard must be met to participate in the Crime Free Multi-Housing Program. The following items are the minimum standards;
 - 180 degree eye viewers in all front doors
 - One inch deadbolts on all exterior doors
 - Minimum of two inch screws in strike plates on exterior doors (exception; steel framed door jambs)
 - Lift and slide protection on windows (accessible)
 - Lift and slide protection on sliding doors (accessible)
 - Adequate security lighting in working order (throughout the property)

- Properly trimmed landscaping throughout the property (3 and 7 foot rule – bushes and shrubbery trimmed below 3 feet and trees trimmed up to 7 feet)
 - Inoperable or expired vehicles tagged and removed from the property
 - A visible display of property address, seen from the roadway
- **Phase 3 – Resident Crime Prevention Meeting**
 - The apartment management must conduct an annual crime prevention meeting with their residents.
 - Community awareness and continuous participation is encouraged
- **Certification**
 - Apartment communities that successfully complete all three phases of the training are permitted to post signs on their properties (see example sign below).
 - Certified properties will also be given the following:
 - Authorization to use the Crime Free Logo in advertising and marketing of their property.
 - Once operable, apartment managers will receive daily e-mail notifications from JSO, providing calls for service information on their property.
 - JSO will place a list of certified properties on the JSO website.
 - If a property fails to keep their standards, at our minimum level, their certification will be revoked

Sample Certified Membership Sign



Attachment 3

EXPENSE AND INDEMNITY AGREEMENT

Jacksonville Housing Finance Authority
214 N. Hogan Street, 8th Floor

Jacksonville, FL 32202

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested the Jacksonville Housing Finance Authority, Florida (the "Authority"), to consider its application for the issuance of the Bonds referred to below (the "Bonds") for the benefits of the Applicant and as an inducement to such consideration hereby agrees with the Authority as follows:

Section 1: Payment of Expenses. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold the Authority harmless against the payment of any and all expenses relating to the Bond issue, including, without limitation, administrative charges and out-of-pocket expenses, recording charges, expenses of printing offering circulars or official statements, and the cost of printing the Bonds and advertising the sale thereof and expenses of registering the Bonds with the securities commission of any state. The fees of the Authority's bond counsel, financial advisor, administrative staff, and Issuer's counsel shall be payable only if the Bonds are issued and delivered, but the Applicant shall in all events be liable for the payment of the disbursements and out-of-pocket expenses of such personnel. It is further agreed that the applicant fee is a separate fee, which shall not be used for the payment of the expenses delineated herein.

Section 2. Indemnity. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify the Authority, and each of its members, officers, agents, attorneys or employees against any and all claims and liability of whatsoever nature arising out of the Bond issue, including without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortious conduct or breach of contractual relationships, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing the Applicant agrees to pay any and all attorney's fees and court costs incurred in the defense of any of the claims here above enumerated upon the Authority's written demand thereof. It is further understood and agreed that the Authority or any of the persons here above indemnified shall be entitled to retain counsel acceptable to the Authority or them to defend any claim, but that neither the Authority nor any such person will enter into any settlement of the same without the prior written approval of the Applicant. It is further understood that the Authority will give reasonable notice to the Applicant of the pendency of any such claims or liability and the Applicant shall have the opportunity to recommend counsel for selection by the Authority or its members. The actual selection of counsel, however, will be solely within the discretion of the Authority or its members.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by the Authority and the Applicant.

Dated: 02/18/2020

Name of Applicant: Timuquana Affordable LLC

By: Scott Seckinger

Title: Manager

Description of

Bond: Tax - Exempt

Jacksonville Housing Finance Authority (Florida)

By: [Signature]

Exhibit 1

LEGAL DESCRIPTION

Part of the West 1/2 of Farm 12 and all of Farm 14, Block 29, Ortega Farms, according to plat thereof recorded in Plat Book 3, Page 79 and part of Lot 10, Schlosser Homes Replat, according to plat thereof recorded in Plat Book 20, Page 42, all of the current public records of Duval County, Florida, more particularly described as follows:

Begin at the intersection of the Easterly line of Seaboard Avenue (a 60 foot right of way) and the Northerly line of said Farm 14, Ortega Farms, thence South 0°18'20" West, 451.18 feet along the Easterly line of said Seaboard Avenue; thence South 89°49'15" East, 821.9 feet to the Southeasterly corner of the West 1/2 of said Farm 12; thence North 0°01'22" West along the Easterly boundary of said West 1/2 of Farm 12, 700.72 feet; thence South 89°46'41" West, 252.73 feet to a point on the Westerly line of said Lot 10; thence South 5°17'29" East along said Westerly line, 248.9 feet to a point in the Northerly line of said Farm 14; thence North 89°49'15" West along said Northerly line, 589.44 feet to the point of beginning, being in the City of Jacksonville, Duval County, Florida.

Exhibit 2

EXHIBIT 2

A. Provide a short narrative description of the Development, including all amenities, unit features and scope of work to be performed. MAJOR Development AMENITIES WILL BE INCLUDED IN THE LAND USE RESTRICTION AGREEMENT AND/OR THE LOW INCOME HOUSING AGREEMENT, IF APPLICABLE. Also attach as Exhibit 2 a timeline for the completion of the development which includes all key dates, including anticipated timing of permits and credit underwriting, bond closing date, completion of construction, rent up, and stabilization.

Timuquana Park Apartments is an existing 100-unit multifamily community consisting of single-story residential buildings. The development is a family demographic and is located in Timuquana, FL. The development consists of one community center with management and maintenance space, a community kitchen, computer lab, and laundry facility. There will be a new playground to replace the existing, worn playground, as well as new picnic benches, a grill, and a car care space for any resident to access. The Applicant has made selections for construction features noted on page 13 of this application and agrees to provide all required amenities and services set forth in this application and in the Land Use Restriction Agreement. The units will be remodeled to have brand new vinyl plank flooring, double-pane glass on all windows, new kitchen cabinets and counter tops, among other cosmetic features. The appliances will be entirely replaced with energy efficient appliances and the units will have washer and dryer hook ups installed post rehab.

The applicant also agrees to maintain the affordability restrictions into perpetuity (in excess of the FHFC 50-year requirement).

The development will provide resident programs including health care, regularly schedule resident activities and on site voter registration as well as Life Safety Training and Health and Nutrition Classes to further benefit its residents. These programs are consistent with the existing LURA and the selections made in this application, page 10-11. Exhibit 18 of this application will provide details of each program.

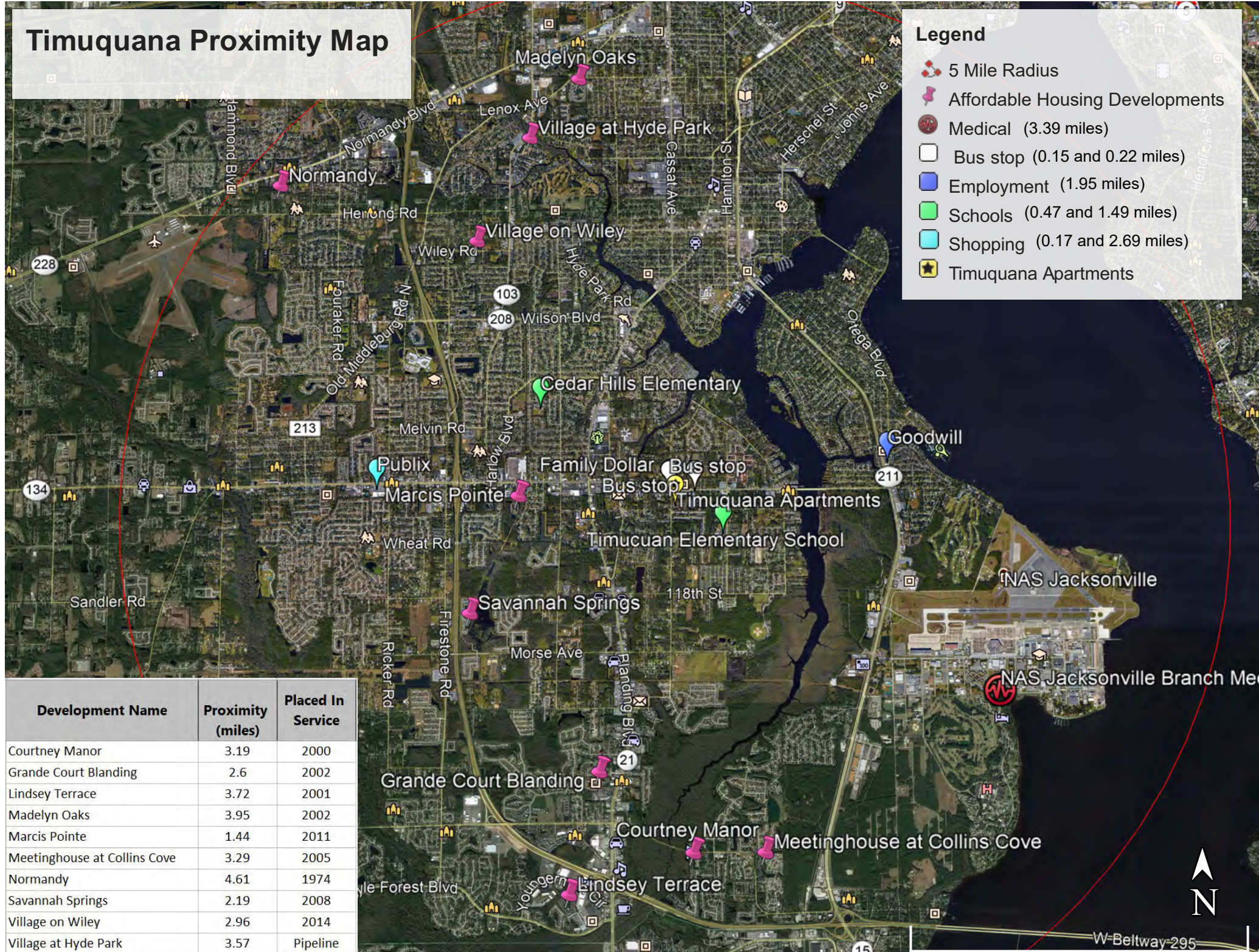
Proposed Development Schedule	
Bond Application Submission	March 2020
Building Permits	May 2020
Credit Underwriting	May 2020
Bond Closing	June 2020
Lease Up	May 2021
Construction Completion	June 2021
Stabilization	September 2021

Exhibit 3

Timuquana Proximity Map

Legend

- 5 Mile Radius
- Affordable Housing Developments
- Medical (3.39 miles)
- Bus stop (0.15 and 0.22 miles)
- Employment (1.95 miles)
- Schools (0.47 and 1.49 miles)
- Shopping (0.17 and 2.69 miles)
- Timuquana Apartments



Development Name	Proximity (miles)	Placed In Service
Courtney Manor	3.19	2000
Grande Court Blanding	2.6	2002
Lindsey Terrace	3.72	2001
Madelyn Oaks	3.95	2002
Marcis Pointe	1.44	2011
Meetinghouse at Collins Cove	3.29	2005
Normandy	4.61	1974
Savannah Springs	2.19	2008
Village on Wiley	2.96	2014
Village at Hyde Park	3.57	Pipeline

Development Name	Street	City	ZIP	County	FHFC Programs	FHFC Targets	Total Units	Last Status	2019-01 #Occupied	2019-01 %Occupied
Courtney Manor	5620 Collins Road	Jacksonville	32244	Duval	HC-9%	Family	360	Active	331	91.94%
Grande Court Blanding	7610 Blanding Boulevard	Jacksonville	32244	Duval	HC-4%, MMRB	Family	252	Active	240	95.24%
Lindsey Terrace	6455 Argyle Forest Boulevard	Jacksonville	32244	Duval	HC-4%, SAIL	Family	336	Active	306	91.07%
Madelyn Oaks	5710 Lenox Avenue	Jacksonville	32205	Duval	HC-9%, Local Bonds, SAIL	Family	360	Active	317	88.06%
Marcis Pointe	6734 103rd Street	Jacksonville	32210	Duval	Exchange, HC-9%	Elderly, Family, Link	120	Active	118	98.33%
Meetinghouse at Collins Cove	5400 Collins Lake Drive	Jacksonville	32244	Duval	HC-4%, MMRB, SAIL	Elderly, Family	160	Active	160	100.00%
Normandy	8441 Helen Terrace	Jacksonville	32210	Duval	HOME	Family	100	Active	96	96.00%
Savannah Springs	6945 Morse Avenue	Jacksonville	32244	Duval	HC-4%, MMRB, SAIL	Family	234	Active	211	90.17%
Village on Wiley	6970 Wiley Road	Jacksonville	32210	Duval	ELI, Legislative Appropriation	Family, Homeless	43	Active	43	100.00%
Village at Hyde Park	6549 Londontowne Lane	Jacksonville	32210	Duval	HC-4%, NHTF, SAIL	Family	72	Pipeline		

Timuquana Park Apartments

Proposed Proximity Score

Development Location 5615 Seaboard Ave, Jacksonville, FL 32244

Service Type	Service Name	Service Address	Distance
Grocery	Family Dollar	5714 Timuquana Rd, Jacksonville, FL 32210	0.17 Miles
	Publix Supermarket	10500 San Jose, Blvd #36, Jacksonville, FL 32257	2.69 Miles
Medical	NAS Jacksonville Branch Medical Clinic	2080 Child Street, Bldg 964, NAS Jacksonville, FL 32210	3.39 Miles
School	Timucuan Elementary School	54298 110th Street, Jacksonville, FL 32244	0.47 Miles
	Cedar Hills Elementary School	6534 Ish Bryant Rd., Jacksonville, FL 32210	1.49 Miles
Bus Stop	JTA Route 53 Stop 1	Timuquana Rd & Seaboard Ave	0.15 Miles
	JTA Route 53 Stop 2	Timuquana Rd & Marathon Pkwy	0.22 Miles

Exhibit 4

Southport Development, Inc.

C. Applicant must provide a proposed plan for utilizing local, small, and emerging business in the City/County as approved by the City Council for the City of Jacksonville in Chapter 126, Ordinance Code. This may be found directly behind tab labeled “Exhibit 4.

Timuquana Affordable LLC will ensure the utilization of local, small, and emerging businesses as defined in Chapter 126 during the rehabilitation of Timuquana Park Apartments. It is our intention to utilize as many of these business as possible as many of our subcontractors are residents of Duval County and maintain their primary place of business within City/County jurisdiction. To ensure as many of these businesses are included in the process as possible we will additionally take the following steps to ensure compliance:

1. Incorporation of Chapter 126 language spelling out requirements and goals in contracts with subcontractors and other various 3rd parties. Good faith effort to meet requirements will be required by all parties.
2. We will use local media outlets to target local, small, and emerging business participation throughout the development process and during daily property operations once stabilized.

Exhibit 5

State of Florida

Department of State

I certify from the records of this office that TIMUQUANA AFFORDABLE LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on February 18, 2020.

The document number of this company is L20000055325.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 200224172708-900340927849#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Fourth day of February, 2020



Laurel M. Lee
Laurel M. Lee
Secretary of State

Exhibit 6

Not Applicable

Exhibit 7

Not Applicable

Exhibit 8

Not Applicable

Exhibit 9

NON-COMPETITIVE APPLICATION DEVELOPMENT COST PRO FORMA

(Page 1 of 7)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-21, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost and listed as a source of funding.
 - (2) Because Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program, along with the MMRB Program, if applicable.
 - (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. A General Contractor's Cost Certification will need to be completed prior to the issuance of IRS form 8609 and that certification may further restrict the overall General Contractor's fee. It is advised to review that certification process as early as possible.
 - (4) Except as otherwise provided in Rule Chapter 67-21, F.A.C., the maximum hard cost contingency allowed cannot exceed (i) 5% for Redevelopment and Developments where 50% or more of the units are new construction, (ii) 15% for Rehabilitation, or (iii) 20% in the event financing is obtained through a federal government rehabilitation program and is required by that program. In any case, the maximum soft cost contingency allowed cannot exceed 5%. For Application purposes, hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST.
 - (5) Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be reviewed and sized in credit underwriting and may be different than the amount provided in the Application.
 - (6) Applications using HC equity funding, with the exception of those applying for MMRB funding, should list an estimated compliance fee amount in column 2.
 - (7) The costs associated with issuing tax-exempt bonds are not includable in eligible basis and should be listed in column 2.
 - (8) 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. There may be certain cost limitations provided in Rule Chapter 67-21.F.A.C.

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:
Indicate the number of total units in the proposed Development:

Rehabilitation (w/ or w/o Acquisition)
100 Units

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE or MMRB	3 TOTAL (MMRB and/or HC)
DEVELOPMENT COSTS			
<i>Actual Construction Costs</i>			
Accessory Buildings			
Demolition			
New Rental Units			
*Off-Site Work (explain in detail)			
Recreational Amenities			
Rehab of Existing Common Areas			
Rehab of Existing Rental Units	4,000,000.00		4,000,000.00
Site Work			
*Other (explain in detail)			
A1.1. Actual Construction Cost	\$ 4,000,000.00	\$	\$ 4,000,000.00
A1.2. General Contractor Fee <small>See Note (3)</small> (Max. 14% of A1.1., column 3)	\$ 560,000.00	\$	\$ 560,000.00
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	\$ 4,560,000.00	\$	\$ 4,560,000.00
A1.4. HARD COST CONTINGENCY <small>See Note (4)</small>	\$ 400,000.00	\$	\$ 400,000.00

NON-COMPETITIVE APPLICATION DEVELOPMENT COST PRO FORMA

(Page 2 of 7)

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE or MMRB	3 TOTAL (MMRB and/or HC)
<i>General Development Costs</i>			
Accounting Fees	40,000.00		40,000.00
Appraisal	10,000.00		10,000.00
Architect's Fee - Site/Building Design	155,000.00		155,000.00
Architect's Fee - Supervision	20,000.00		20,000.00
Builder's Risk Insurance			
Building Permit	54,600.00		54,600.00
Capital Needs Assessment	15,000.00		15,000.00
Engineering Fees	35,000.00		35,000.00
Environmental Report	15,000.00		15,000.00
FHFC Administrative Fee ^{See Note (2)}		52,200.00	52,200.00
FHFC Application Fee ^{See Note (2)}		13,500.00	13,500.00
FHFC Compliance Fee ^{See Note (2)}		125,000.00	125,000.00
FHFC PRL/Credit Underwriting Fees ^{See Note (2)}		22,292.00	22,292.00
Green Building Certification/ HERS Inspection Costs			
*Impact Fees (list in detail)			
Inspection Fees	30,000.00		30,000.00
Insurance	50,000.00	10,000.00	60,000.00
Legal Fees	152,500.00	67,500.00	220,000.00
Market Study	7,500.00		7,500.00
Marketing/Advertising			
Property Taxes	17,500.00	42,500.00	60,000.00
Soil Test Report			
Survey	13,500.00		13,500.00
Tenant Relocation Costs	100,000.00		100,000.00
Title Insurance & Recording Fees	85,000.00		85,000.00
Utility Connection Fee			
*Other (explain in detail)	49,600.00		49,600.00
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ 850,200.00	\$ 332,992.00	\$ 1,183,192.00
A2.2. SOFT COST CONTINGENCY ^{See Note (4)}	\$ 50,000.00	\$	\$ 50,000.00

NON-COMPETITIVE APPLICATION DEVELOPMENT COST PRO FORMA

(Page 3 of 7)

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE or MMRB	3 TOTAL (MMRB and/or HC)
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	<u>98,500.00</u>	<u></u>	<u>98,500.00</u>
Construction Loan Credit Enhancement Fee(s)	<u></u>	<u></u>	<u></u>
Construction Loan Interest	<u>135,000.00</u>	<u></u>	<u>135,000.00</u>
Non-Permanent Loan(s) Closing Costs	<u>6,500.00</u>	<u></u>	<u>6,500.00</u>
Permanent Loan Origination/ Commitment Fee(s)	<u></u>	<u>98,500.00</u>	<u>98,500.00</u>
Permanent Loan Credit Enhancement Fee(s)	<u></u>	<u></u>	<u></u>
Permanent Loan Closing Costs	<u></u>	<u>20,000.00</u>	<u>20,000.00</u>
Bridge Loan Origination/ Commitment Fee(s)	<u></u>	<u></u>	<u></u>
Bridge Loan Interest	<u></u>	<u></u>	<u></u>
*Other (explain in detail)	<u></u>	<u>225,000.00</u>	<u>225,000.00</u>
A3. TOTAL FINANCIAL COSTS	\$ <u>240,000.00</u>	\$ <u>343,500.00</u>	\$ <u>583,500.00</u>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)	<u>7,265,000.00</u>	<u></u>	<u>7,265,000.00</u>
*Other (explain in detail)	<u></u>	<u></u>	<u></u>
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$ <u>7,265,000.00</u>	\$ <u></u>	\$ <u>7,265,000.00</u>
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ <u>13,365,200.00</u>	\$ <u>676,492.00</u>	\$ <u>14,041,692.00</u>
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs	<u>1,307,700.00</u>	<u></u>	<u>1,307,700.00</u>
Developer Fee on Non-Acquisition Costs	<u>1,219,804.00</u>	<u></u>	<u>1,219,804.00</u>
D. TOTAL DEVELOPER FEE	\$ <u>2,527,504.00</u>	\$ <u></u>	\$ <u>2,527,504.00</u>
E. OPERATING DEFICIT RESERVES See Note (5)	\$ <u></u>	\$ <u>200,000.00</u>	\$ <u>200,000.00</u>
F. TOTAL LAND COST	\$ <u></u>	\$ <u>735,000.00</u>	\$ <u>735,000.00</u>
G. TOTAL DEVELOPMENT COST See Note (8) (C+D+E+F)	\$ <u>15,892,704.00</u>	\$ <u>1,611,492.00</u>	\$ <u>17,504,196.00</u>

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:

Payment and performance bond

Financial Costs

(as listed at Item A3.)

Other:

Bond COI

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 \$1,453,000) and (ii) the qualified basis of the 'rehabilitation expenditures,' when divided by the number of low-income units is \$15,000 or more. Total 'rehabilitation expenditures' are being represented as \$7,320,004, as well as having \$95,160 of qualified basis per low-income unit. (Assumes adjusted basis is the same as eligible basis for Application purposes.)

CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ 17,504,196.00	
B. Construction Funding Sources:		
1. First Mortgage Financing	\$ 9,850,000.00	Regulated Mortgage Lender
2. Second Mortgage Financing	\$ 1,000,000.00	Local Government Subsidy
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 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.	\$ 4,337,967.00	
12. Other: _____	\$	
13. Other: _____	\$	
14. Deferred Developer Fee	\$ 2,316,229.00	
15. Total Construction Sources	\$ 17,504,196.00	
C. Construction Funding Surplus		
(B.15. Total Construction Sources, less A. Total Development Costs):	\$ 0.00	(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.

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	\$ 17,504,196.00	
B. Permanent Funding Sources:		
1. First Mortgage Financing	\$ 9,850,000.00	Regulated Mortgage Lender
2. Second Mortgage Financing	\$ 1,000,000.00	Local Government Subsidy
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	\$ 5,103,490.00	
12. Other: _____	\$	
13. Other: _____	\$	
14. Deferred Developer Fee	\$ 1,550,706.00	
15. Total Permanent Funding Sources	\$ 17,504,196.00	
C. Permanent Funding Surplus		
(B.15. Total Permanent Funding Sources, less A. Total Development Costs):	\$ 0.00	(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.

The intent of this page is to assist the Applicant in determining the overall Average Median Income for the proposed HC Development. This portion of the Development Cost Pro Forma is to assist the Applicant in understanding some of the variables involved when selecting Income Averaging as the minimum housing credit set-aside. 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. As of the effective date of adoption of Rule Chapter 67-21, F.A.C., the tax-exempt bond set-aside commitment cannot be income averaged and the bonds will have its own set-aside commitment. Be sure the two unique set-aside commitments (housing credits and tax-exempt bonds) are compatible.

INCOME AVERAGING WORKSHEET

	AMI Set-Aside	# of Units	% of Units
(ELI Designation)	20%		0.00%
	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)

Exhibit 10

Not Applicable

Exhibit 11

Timuquana Affordable LLC

March 2, 2020

Board Members
Bond Issuer
Jacksonville Housing Finance Authority
214 North Hogan Street, 8th Floor
Jacksonville, FL 32202
(813) 282-4800

Re: Timuquana Park Apartments – Funding Shortfall

Board Members,

This letter serves as confirmation that in the event there is a funding shortfall in our transaction the difference will be funded by an increased deferred developer fee.

Sincerely,


Scott Seckinger, its Manager

Exhibit 12

RAYMOND JAMES

March 31, 2020

Mr. Scott Seckinger
Timuquana Affordable, LLC
c/o Southport Development Services, Inc.
5403 W Gray Street
Tampa, FL 33609

Re: Project: Timuquana Park Apartments
 Company/Applicant: Timuquana Affordable, LLC
 Fund: To be determined
 Property Location: Jacksonville, Duval County, Florida

Dear Mr. Seckinger,

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 company (“Company”) 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 Company receiving \$580,000 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 \$5,103,490 or \$0.88 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 \$5,799,420 (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:

- 35% (\$1,786,222) paid prior to or simultaneous with the closing of construction financing
- 10% (\$510,349) paid at 25% construction completion
- 10% (\$510,349) paid at 50% construction completion
- 10% (\$510,349) paid at 75% construction completion
- 10% (\$510,349) paid at 99% construction completion
- 10% (\$510,349) paid at construction completion
- Balance (\$765,523) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$4,337,967.

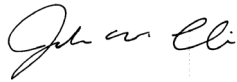
Raymond James Tax Credit Funds, Inc.
A Subsidiary of Raymond James Financial, Inc.

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

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.

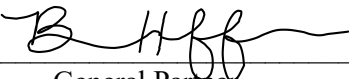
For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for over 2,000 tax credit properties nationwide. We look forward to working with you.

Sincerely,



John W. Colvin
Vice President - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Accepted:


By: General Partner

03/31/2020
Date


By:

03/31/2020
Date

Exhibit 13

RAYMOND JAMES

March 31, 2020

Mr. Scott Seckinger
Timuquana Affordable, LLC
c/o Southport Development Services, Inc.
5403 W Gray Street
Tampa, FL 33609

Re: Project: Timuquana Park Apartments
 Company/Applicant: Timuquana Affordable, LLC
 Fund: To be determined
 Property Location: Jacksonville, Duval County, Florida

Dear Mr. Seckinger,

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 company (“Company”) 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 Company receiving \$580,000 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 \$5,103,490 or \$0.88 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 \$5,799,420 (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:

- 35% (\$1,786,222) paid prior to or simultaneous with the closing of construction financing
- 10% (\$510,349) paid at 25% construction completion
- 10% (\$510,349) paid at 50% construction completion
- 10% (\$510,349) paid at 75% construction completion
- 10% (\$510,349) paid at 99% construction completion
- 10% (\$510,349) paid at construction completion
- Balance (\$765,523) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$4,337,967.

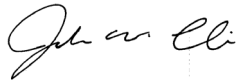
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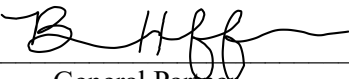
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Sincerely,



John W. Colvin
Vice President - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Accepted:


By: General Partner

03/31/2020
Date


By:

03/31/2020
Date

Exhibit 14



625 W. College Street,
Grapevine, TX 76051
tel +1 817 310 5800 fax +1 817 310 3817

February 4, 2020

Mr. J. David Page
Southport Financial Services, Inc.
5403 West Gray Street
Tampa, FL 33609

RE: Freddie Mac Immediate Moderate Rehabilitation Tax Exempt Loan

Project: Timuquana Park Apartments (the "Property")
Location: Jacksonville, FL

Dear Mr. Page:

Jones Lange LaSalle Multifamily, LLC ("JLL") is pleased to provide you with this proposal for permanent acquisition and rehabilitation financing for the Property. It is our understanding that the Property has received an award of tax-exempt bonds and 4% low income housing tax credits. JLL recommends financing the Property with a non-rated fixed rate tax-exempt loan through Freddie Mac. The terms of the proposed loan will be as follows:

Permanent Loan

Borrower:	A to be determined Single Asset Entity acceptable to Freddie Mac and JLL in their sole discretion.
Proposed Loan Amount:	\$9,850,000 fixed rate tax-exempt Loan (the "Loan") depending on the final locked Interest Rate.
Net Operating Income/Valuation:	The Loan amount is based on a preliminary underwritten as-acquired/as-rehabilitated Net Operating Income ("NOI") of \$558,000 which is based on annual replacement reserves in the amount of \$300 per unit per year, a contractual management fee of 3.50% of EGI per unit per month, and a minimum final as-rehabilitated as-stabilized appraised valuation of \$11,000,000. To the extent that any of these Loan sizing parameters change the Loan amount could change.
Loan Term:	16 years
Amortization:	35-year amortization schedule
Loan to Value Limitation:	Not to exceed 90% of as-rehabilitated as-stabilized value as determined by an appraisal.
Minimum Loan DSCR:	1.15 DSCR which will be derived by an amortizing debt service constant calculated at the final locked rate, as noted below.

Current Estimated Interest Rate: The current estimated all-in note rate on the Loan as of the date herein would be approximately **3.45%** built-up as follows:

10-year treasury (or Treasury Floor):	1.61%
<u>Freddie Mac Spread:</u>	<u>1.84%</u>
All-in Rate:	3.45%

Rate excludes Issuer and Trustee/Fiscal Agent Fees. Issuer and Trustee/Fiscal Agent Fees will be included as an operating expenses in the calculation of the final underwritten NOI.

Treasury Rate Floor: The Loan rate and spread are subject to a 10-year Treasury floor of 1.51% ("Treasury Floor"). If the Treasury goes below the Treasury Floor, the Loan rate will be determined by applying the spread to the Treasury Floor. If the Treasury is at or above the Treasury Floor, the Loan rate will be determined by applying the spread to the actual Treasury.

Prepayment: The Loan will be under lockout for 10 years, followed by yield maintenance until six (6) months prior to maturity. Thereafter, the loan is prepayable at 1% for months six (6) to three (3), and open at par the last 90 days of the loan term.

Subordinate Financing: Subordinate financing will be permitted and must be subordinated to the first mortgage using a standard Freddie Mac Subordination Agreement which includes a standstill provision whereby the subordinate lender cannot foreclose without the consent of Freddie Mac. Unsecured subordinate financing shall be permitted which is not secured by any interest in the Property or any of the members' interest in the borrowing entity. Notwithstanding the foregoing, any secondary financing is subject to prior written approval by Freddie Mac. Freddie Mac requires that payments on any Subordinate financing must be made out of not more than 75% of available cash flow and that the term of any Subordinate Loan must be at least 16 years plus 180 days. Additionally, Subordinate Financing which has interest accrual features can only accrue on a simple basis as interest compounding is not allowed. Subordinate financing which has a "hard pay" requirement cannot exceed an amount which would generate a combined DSCR of 1.10x or a combined LTV of 95% (when combining the DSCR and LTV of the first mortgage and Subordinate financing).

Replacement Reserves: To be determined prior to rate lock based on JLL's Property Condition Report and Plan & Cost Engineering Review (estimated to be \$300/unit per year). In no event will the Replacement Reserve amount be less than what is required by the Limited Partnership Agreement, JLL's Property Condition Report, or the Regulatory Agreement.

Repair Escrow: Any immediate repairs pertaining to life safety identified in JLL's Property Condition Report engineering report must be escrowed with the JLL at 125% of the estimated cost.

Insurance Requirements: The terms and conditions outlined herein assume that the Borrower will be able to comply with the insurance requirements of Freddie Mac and provide insurance coverage accordingly. The Borrower will be required to provide a written insurance quote for permanent coverage as a component of JLL's underwriting and permanent Loan sizing.

Third Party Reports: The following reports will be required and must be commissioned by JLL: Appraisal, Phase I Environmental Site Assessment, Property Condition Report, and a Plan & Cost Engineering Review.

Permanent Loan Security: The Permanent Loan will be evidenced by a promissory note executed by Borrower and secured by a first deed of trust, mortgage or deed to secure debt, as applicable, covering the land, improvements, fixtures, related personal property, and all leases of the Property.

Recourse: Non-recourse Loan except for standard non-recourse carve-outs to be executed by J. David Page and any other controlling members of the general partner/managing member (the "Guarantor"). Additionally carve-outs will apply if the property contains aluminum wiring or polybutylene piping.

JLL acknowledges that the tax credit syndicator is not required to execute the non-recourse carveouts.

Assumption: The Loan is assumable or transferable at the sole discretion of Freddie Mac with payment of 1% transfer fee and a non-refundable \$15,000 transfer processing fee.

Real Estate Tax / Insurance Escrow: The Borrower shall make monthly deposits into escrow accounts established for annual real estate taxes and insurance costs to insure adequate accrual of funds to pay tax and insurance obligations one month prior to their respective due dates provided that all taxes, special assessments, and insurance premiums must be paid current prior to closing. The tax and insurance escrows will be held in a federally insured depository designated by JLL.

Completion Repair Escrow and Security Agreement: At closing, Freddie Mac will require that the Borrower will execute a Completion Repair Escrow and Security Agreement (the "Completion Agreement"). The Completion Agreement will require that the Borrower fund into escrow with JLL, to the extent that excess funds are available, all excess first mortgage proceeds and tax credit equity proceeds at closing after payment of acquisition and closing transaction costs. Additionally, the Completion Agreement will require that all equity payments funded post-closing will be escrowed and administered by JLL. The Completion Agreement will outline the requisition process whereby rehabilitation and soft cost draws may be requested monthly and must comply with the policies and procedures of JLL and Freddie Mac. Monthly inspections will be made by a third party consultant engaged by JLL at Borrower's expense.

JLL will make best efforts to coordinate with the tax credit limited partners on the terms and conditions of the Completion Agreement.

Completion/Operating Deficit/
Transition Reserve Guarantees:

JLL will require that the Guarantor provide an unconditional guarantee of completion of improvements and an operating deficit funding guaranty that is in effect until the Property has achieved a 1.15 DSCR for 90 consecutive days, and the scheduled rehabilitated improvements have been completed. Upon achievement of a 1.15 DSCR for 90 consecutive days, and completion of improvements, the above referenced guarantees will be canceled, and the Loan will convert to a non-recourse Loan.

Special Conditions:

- 1) Freddie Mac approval of current financial statements and financial condition of the Guarantor(s).
- 2) JLL must receive an acceptable Title Commitment and any title encumbrances such as Regulatory Agreements or Deed Restrictions must be in a form(s) that are acceptable to JLL and Freddie Mac in their sole discretion.
- 3) Final underwritten NOI must satisfy the minimum DSCR and maximum LTV ratios outlined herein which are based on the final locked Interest Rate.
- 4) The terms and conditions quoted herein are subject to a satisfactory site inspection by JLL and/or Freddie Mac.
- 5) The underwritten NOI assumes the FL Real Estate Tax Exemption is in place and will remain in place post-closing.
- 6) The underwritten replacement reserves of \$300 per unit per year must be supported by the Property Condition Report and the Plan & Cost Engineering Review
- 7) If applicable, Relocation Plan approved by HUD whereby HUD agrees to the scope of rehabilitation expenditures, relocation of tenants, and where HUD agrees to continue Section 8 payments on units vacated during the rehabilitation period. Alternatively, if HUD suspends Section 8 payments on vacated units, the tenant relocation plan must allow for a minimum number of vacant units at any one time which must support the final underwritten DSCR.
- 8) A Section 8 HAP Contract with a term beyond the term of the Loan must be in place at Loan closing with HUD approved Section 8 rents of \$935 for one-bedroom units, \$995 for two-bedroom units, and \$1,225 for three-bedroom units. Additionally, the Section 8 rents must be determined to be at or below achievable market rents by the appraiser.
- 9) Freddie Mac approval of the proposed LIHTC investor and equity pay-in schedule with a requirement that 20% of the tax credit equity must be paid in at loan closing.
- 10) Pricing valid thru the pricing expiration date of February 12, 2020. This term sheet must be executed and returned prior to the pricing expiration date in order to register pricing and terms with Freddie Mac. Additionally, once this term sheet is accepted prior to the expiration date the spread will be held for 150 days. If rate lock does not occur within 150 days of the expiration date the spread is subject to change.

Other Fees and Deposits

Fees paid and returned upon acceptance of this term sheet:

Due Diligence Costs: \$20,000, applied to the Appraisal, Phase I Environmental Site Assessment, Property Condition Report, Plan & Cost Engineering Review, and underwriting/Loan processing/site inspection costs. Any costs for due diligence in excess of the collected deposit are the responsibility of the Borrower and will be collected at initial Loan closing and any cost savings will be credited to the Borrower at closing. Third party reports will be shared with other transaction financing participants. Fees for the JLL inspecting engineer will be charged separately during the construction period and collected upfront at closing.

The Due Diligence Deposit is due to JLL but is waived and will be collected at Loan closing.

Fees paid prior to Rate Lock:

Freddie Mac Application Fee: 0.10% of the permanent Loan amount payable prior to submitting the Loan underwriting to Freddie Mac.

Freddie Mac Refundable Rate Lock Deposit: 2.0% of the maximum permanent mortgage amount. The fee is required to rate lock and is fully refundable and reimbursed at closing.

Fees paid at Loan Closing:

Construction and Permanent Loan Commitment Fee: 2.00% of the final Loan amount.

The Commitment Fee constitutes (in part) the consideration for JLL to issue a Commitment to Borrower. Borrower agrees to pay JLL the Construction and Permanent Loan Commitment Fee, which is fully earned upon acceptance of the Permanent Loan Commitment or if JLL issues a Permanent Loan Commitment substantially conforming to the terms and conditions outlined in this application and payable at closing.

Construction Monitoring Fee: \$25,000 estimated payable at closing to cover costs associated with construction monitoring site visits and reports. Any costs in excess of the above estimate will be the responsibility of the Borrower and paid upon request by JLL.

JLL and Freddie Mac Legal Counsel: \$65,000 plus costs, estimated, at initial closing. The foregoing estimate for legal costs assumes that the JLL and Freddie Mac form loan documents are accepted without substantial negotiation and that JLL's due diligence will not reveal conditions warranting additional legal work.

The Borrower agrees and acknowledges that JLL's and Freddie Mac's counsel will be involved in preparing documentation, reviewing diligence items, and attending conference calls prior to Loan closing. Legal fees will be payable regardless of whether the Loan closes and upon acceptance of this commitment the Borrower acknowledges that its obligation to pay all reasonable legal fees incurred by JLL and Freddie Mac counsel is unconditional.

The above are the general terms and conditions of the proposed transaction. The Borrower and JLL hereby agree and acknowledge that proceeding with a closing of the proposed transaction is subject in all respects to the sole discretion of Freddie Mac and JLL's Loan committee approval after thorough review of the proposed financing and all applicable documentation and the above referenced summary of terms do not in any way constitute a commitment to provide financing on the part of JLL or Freddie Mac. Loans made in California are pursuant to a California Finance Lenders Law license.

If the terms and conditions outlined here are acceptable to you, please indicate your acceptance in the area provided below and return it to me along.

Please do not hesitate to contact me should you have any questions. We look forward to working with you on this transaction.

Sincerely,

Timothy R. Leonhard

Timothy R. Leonhard
International Director
JLL Capital Markets

AGREED & ACCEPTED:

By: *[Signature]*
Its: *Vice President*
Date: 02/04/2020

Exhibit 15

Timuquana Park Apartments

50% Test

Estimated Eligible Basis	\$	15,878,997
Land	\$	<u>735,000.00</u>
Total	\$	16,613,997.00

50% \$ 8,830,700.00 \$

Requested MMRB \$9,850,000

59.28%

Exhibit 16

DEBT ASSUMPTIONS

Timuquana Park Apartments
Jacksonville, FL 32244

<u>PERMANENT DEBT</u>	
Permanent 1st Mortgage	
Lender Name	JLL TEL
TPA Existing First	\$9,850,000
Loan Amount/Unit	\$98,500
Interest Rate	4.00%
Amortizing (Yes/No)	Yes
Amortization Period (Yrs)	35
Term (Yrs)	16
LIHTC DSCR	0.85
Actual DSCR	1.15
Origination Fee	1.00%
Monthly Payment	\$43,978
Funds at?	Closing
Annual Payment	\$527,737
Permanent 2nd Mortgage	
Lender Name	Jax HFA Loan
Loan Amount	\$1,000,000
Loan Amount/Unit	\$10,000
Interest Rate (Incl Servicing)	1.50%
Amortizing (Yes/No)	No
Amortization Period (Yrs)	30
Term (Yrs)	30
DSCR Required	1.15
Actual DSCR	1.12
Origination Fee	1.00%
Monthly Payment	\$1,250
Funds at?	Closing
Annual Payment	\$15,000
Permanent 3rd Mortgage	
Lender Name	-
Loan Amount	\$0
Loan Amount/Unit	\$0
Interest Rate (Incl Servicing)	3.00%
Amortizing (Yes/No)	No
Amortization Period (Yrs)	30
Term (Yrs)	18
DSCR Required	1.20
Actual DSCR	1.12
Origination Fee	1.00%
Monthly Payment	\$0
Funds at?	Closing
Annual Payment	\$0

<u>CONSTRUCTION DEBT</u>	
Construction Loan	
	0.0%
Lender Name	TBD
Loan Amount	
Loan Amount/Unit	\$0.00
Interest Rate	1.25%
Amortizing (Yes/No)	No
Amortization Period (Yrs)	-
Term (Yrs)	24
DSCR Required	1.20
Actual DSCR	
Origination Fee	2.00%
Monthly Payment	\$0
Annual Payment	\$0
Equity Bridge Loan	
Lender Name	TBD
Loan Amount	\$0
Loan Amount/Unit	\$0
Interest Rate	6.00%
Amortizing (Yes/No)	Yes
Amortization Period (Yrs)	35
Term (Yrs)	18
DSCR Required	1.20
Actual DSCR	
Origination Fee	1.00%
Monthly Payment	\$0
Annual Payment	\$0

<u>RATE STACK</u>	
Loan Type	
	Tax-Exempt Bond
Bond Rate	1.70%
Treasury Spread	0.06%
Enhancement	0.35%
Servicing	0.20%
Trustee	0.12%
Issuer	0.40%
Remarketing	0.20%
All-In Rate	3.03%

Exhibit 17

15-YEAR OPERATING PRO FORMA

**Timuquana Park Apartments
Jacksonville, FL 32244**

	<u>Year 1</u>	<u>PUPA</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>
TOTAL EFFECTIVE INCOME	1,190,128	11,901	1,225,832	1,262,607	1,300,485	1,339,500	1,379,685	1,421,075	1,463,707	1,507,619	1,552,847	1,599,433	1,647,415	1,696,838	1,747,743	1,800,175
Payroll (Incl Mait, Tx, Benefits)	125,000	1,250	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567	189,074
Maintenance Costs	50,000	500	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	69,212	71,288	73,427	75,629
Other Operating/Administrative	30,000	300	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
Audit Expense	15,000	150	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159	20,764	21,386	22,028	22,689
Legal_Professional Fees	400	4	412	424	437	450	464	478	492	507	522	538	554	570	587	605
Misc Taxes_Licenses	1,500	15	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957	2,016	2,076	2,139	2,203	2,269
Security	500	5	515	530	546	563	580	597	615	633	652	672	692	713	734	756
Bad Debt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Fee	59,506	595	61,292	63,130	65,024	66,975	68,984	71,054	73,185	75,381	77,642	79,972	82,371	84,842	87,387	90,009
Real Estate Taxes	57,674	577	59,404	61,186	63,022	64,913	66,860	68,866	70,932	73,060	75,251	77,509	79,834	82,229	84,696	87,237
Utilities - Electric	9,566	96	9,853	10,149	10,453	10,767	11,090	11,423	11,765	12,118	12,482	12,856	13,242	13,639	14,048	14,470
Utilities - Water/Sewer	75,000	750	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008	97,858	100,794	103,818	106,932	110,140	113,444
Utilities - Gas	807	8	831	856	882	909	936	964	993	1,023	1,053	1,085	1,117	1,151	1,186	1,221
Utilities - Trash	63,501	635	65,406	67,368	69,389	71,471	73,615	75,823	78,098	80,441	82,854	85,340	87,900	90,537	93,253	96,051
Insurance (Property/Liability)	65,000	650	66,950	68,959	71,027	73,158	75,353	77,613	79,942	82,340	84,810	87,355	89,975	92,674	95,455	98,318
R/R Contribution	30,000	300	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
TOTAL EXPENSES	583,454	5,835	600,958	618,987	637,556	656,683	676,384	696,675	717,575	739,103	761,276	784,114	807,637	831,867	856,823	882,527
Net Operating Income	606,674	6,067	624,874	643,620	662,929	682,816	703,301	724,400	746,132	768,516	791,571	815,318	839,778	864,971	890,920	917,648
Debt Service	527,737		527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737	527,737
Combined DSCR	1.15		1.18	1.22	1.26	1.29	1.33	1.37	1.41	1.46	1.50	1.54	1.59	1.64	1.69	1.74

DETAILED DEVELOPMENT BUDGET

Timuquana Park Apartments
Jacksonville, FL 32244

		TOTAL	PER UNIT	AMOUNT ELIGIBLE	% of costs	PER SF
CONSTRUCTION COSTS						
Hard Costs						
	New Const Costs	0	0	0	0.00%	0.00
	Rehab Costs	4,000,000	40,000	4,000,000	22.85%	55.27
	Demolition	0	0	0	0.00%	0.00
	Accessory Buildings	0	0	0	0.00%	0.00
	Site Work	0	0	0	0.00%	0.00
	LC/PP Bond	0	0	0	0.00%	0.00
	Total Hard Costs	4,000,000	40,000	4,000,000	22.85%	55.27
	Contractor Fees 14%	560,000	5,600	560,000	3.20%	7.74
	Construction Contract Amount	4,560,000	45,600	4,560,000	26.05%	63.00
	Hard Cost Contingency 10%	400,000	4,000	400,000	2.29%	5.53
	Other	0	0	0	0.00%	0.00
TOTAL CONSTRUCTION COSTS		4,960,000	49,600	4,960,000	28.34%	68.53
FINANCIAL COSTS						
Financing Fees						
	Perm Loan Orig	98,500	985		0.56%	1.36
	Const Loan Orig	98,500	985	98,500	0.56%	1.36
	Bond COI	225,000	2,250		1.29%	3.11
	Application Fee	6,500	65	6,500	0.04%	0.09
	Const Monitoring	5,000	50	5,000	0.03%	0.07
	Miscellaneous FHA Costs	0	0	0	0.00%	0.00
	Other - Misc Lender Reports	15,000	150		0.09%	0.21
Closing Costs						
	One Mo Payment - Stub Interest	15,000	150	0	0.09%	0.21
	One Mo Reserves	0	0	0	0.00%	0.00
	Perm Loan Closing Costs	0	0	0	0.00%	0.00
	Cons Loan Closing Costs	0	0	0	0.00%	0.00
	Capitalized Interest - MMRB	120,000	1,200	120,000	0.69%	1.66
	Other - MISC FHFC Costs	0	0	0	0.00%	0.00
TOTAL FINANCIAL COSTS		583,500	5,835	230,000	3.33%	8.06
GENERAL DEVELOPMENT COSTS						
General						
	Accounting	40,000	400	40,000	0.23%	0.55
	Architect - Design	155,000	1,550	155,000	0.89%	2.14
	Architect - CA	20,000	200	20,000	0.11%	0.28
	Architect - Landscape	0	0	0	0.00%	0.00
	Appraisal	10,000	100	10,000	0.06%	0.14
	Brokerage Fees	0	0	0	0.00%	0.00
	Building Permits	49,600	496	49,600	0.28%	0.69
	Building Permit Expeditor	0	0	0	0.00%	0.00
	Engineering Fees	35,000	350	35,000	0.20%	0.48
	Environ Report - Phase 1	2,500	25	2,500	0.01%	0.03
	Environ -Other (LBP/Asbest/Etc)	12,500	125	12,500	0.07%	0.17
	Impact Fees	0	0	0	0.00%	0.00
	Inspection Fees	30,000	300	30,000	0.17%	0.41
	Insurance - Builders Risk	0	0	0	0.00%	0.00
	Insurance - Prop/Liab	50,000	500	25,000	0.29%	0.69
	Insurance - Escrow	10,000	100	0	0.06%	0.14
	Market Study/RCS	7,500	75	7,500	0.04%	0.10
	Misc Costs	0	0	0	0.00%	0.00
	Payment and Performance Bond	49,600	496	49,600	0.28%	0.69
	PCR - Const Consultant	15,000	150	15,000	0.09%	0.21
	Pre Dev Loan Interest	0	0	0	0.00%	0.00
	Plan Review Fees	5,000	50	5,000	0.03%	0.07
	Survey	12,500	125	12,500	0.07%	0.17
	Taxes	35,000	350	17,500	0.20%	0.48
	Taxes - Escrow	25,000	250	0	0.14%	0.35
	Title/Recording Fees	85,000	850	85,000	0.49%	1.17
	Utility Connection Fees	0	0	0	0.00%	0.00
	Soft Cost Contingency	50,000	500	50,000	0.29%	0.69
	Other - Tenant Relocation	100,000	1,000	100,000	0.57%	1.38
Legal						
	Borrowers Council	100,000	1,000	75,000	0.57%	1.38
	Borrowers HUD Council	35,000	350	35,000	0.20%	0.48
	Borrower Bond Council	0	0	0	0.00%	0.00
	Lender Legal	60,000	600	30,000	0.34%	0.83
	Syndicator Legal	25,000	250	12,500	0.14%	0.35
	Agency Legal	0	0	0	0.00%	0.00
	Other - Local GA Counsel	0	0	0	0.00%	0.00
Agency Fees						
	FHFC Application Fee	13,500	135	0	0.08%	0.19
	FHFC Pre-Compliance	1,000	10	0	0.01%	0.01
	FHFC Compliance Monitoring	125,000	1,250	0	0.71%	1.73
	FHFC Admin Fee 9%	52,200	522	0	0.30%	0.72
	FHFC Credit UW Fee	22,292	223	22,292	0.13%	0.31
Reserves						
	Reserves - ODR	200,000	2,000	0	1.14%	2.76
	Reserves - Replacement Reserve	0	0	0	0.00%	0.00
TOTAL GENERAL DEVELOPMENT COSTS		1,433,192	14,332	896,492	8.19%	19.80
ACQUISITION COSTS						
	Building Acquisition (Enter Full Price)	8,000,000	80,000	7,265,000	45.70%	110.53
	Brokerage Fee	0	0	0	0.00%	0.00
	Land Value - New Construction	0	0	0	0.00%	0.00
	Land Value - Acquisition/Rehab	735,000	0	0		
	Other	0	0	0	0.00%	0.00
TOTAL ACQUISITION COSTS		8,000,000	80,000	7,265,000	45.70%	110.53
DEVELOPER FEE						
	Developer Fee 18%	1,219,805	12,198	1,219,805	6.97%	16.85
	Developer Fee - Ao 18%	1,307,700	13,077	1,307,700	7.47%	18.07
	Consulting Fee	0	0	0	0.00%	0.00
	Other	0	0	0	0.00%	0.00
TOTAL DEVELOPMENT FEE		2,527,505	25,275	2,527,505	14.44%	34.92
TOTAL DEVELOPMENT COSTS		\$17,504,197	\$175,042	\$15,878,997	100.00%	\$241.85

Exhibit 18

Exhibit 18

Description of Resident Programs

Heath Care

Must provide health screening, flu shots, vision and hearing tests by health care professionals. Tenants may be charged for medications. All other health care is at no cost to tenant. To be done quarterly

Resident activities

Activities held between 9:00am and 9:00pm, such as holiday and special occasion parties, community picnics, newsletters, children's special functions, etc. At no cost to tenant. To be regularly scheduled

Voter Registration

On-site during weekend and other traditionally non-work times.

Homeownership opportunity program

Not less than 5% of the rent, available to residents in compliance with their current lease. Resident may be suspended from the program during the period of a lease if the resident violates any provision; upon renewal, the resident must be reinstated into the program for the period of that renewal. Cannot eliminate from program if late on rent.

Must also included financial counseling with emphasis on credit counseling and other items necessary for successful purchase of, and maintenance of a home. At no cost to the tenant.

First time homebuyer seminars

On-site seminars in conjunction with local relations or lending institutions for tenants interested in becoming homeowners. At no cost to tenant and to be done semi-annually.

Life Safety Training

On-site demonstrations in conjunction with local organizations. Will cover topics such as first aid, fire awareness and safety, among other topics. At no cost to tenant and to be done semi-annually.

Health and Nutrition Classes

Courses offered on site hosted by local agencies such as First Responders, Doctors, Social Works, Dieticians, and other professionals. Will be offered for 8 hours a year broken up into 8 one hour courses. Available on site and at no cost to the tenant.

Exhibit 19

PURCHASE AND SALE AGREEMENT

(Timuquana Park Apartments)

This Purchase and Sale Agreement ("**Agreement**"), dated February 20, 2020 ("**Effective Date**") is entered into by and between Timuquana Affordable LLC, a Florida limited liability company ("**Purchaser**"), and SP Timuquana Limited Partnership, a Florida limited partnership ("**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Land**" means that certain land located at 5615 Seaboard Avenue, Jacksonville, Duval County, Florida, legally described on Exhibit A, on which is located a 100-unit apartment complex.

1.2. "**Property**" means the "**Improvements**", "**Personal Property**", and "**Intangible Property**" defined and described on Exhibit B, but shall not include the Land.

1.3. "**Purchase Price**" means US Eight Million Dollars (\$8,000,000.00).

1.4. "**Closing Agent**" and "**Title Company**" means Pepple Cantu Schmidt PLLC, 2430 Estancia Boulevard, Suite 114, Clearwater, Florida 33761, Attn: Amber Williams, Esq. Direct 727.724.0100 Email awilliams@pcslegal.com, as agent for First American Title Insurance Company.

1.5. "**Escrow Agent**" means First American Title Insurance Company 13450 W. Sunrise Blvd Suite #300, Sunrise, FL 33323, Attn: Lucy Crawford, Direct Dial: 954-839-2944, Email: lcrawford@firstam.com.

1.6. "**Deposit**" or "**Deposits**" means an initial amount of \$100,000.00, plus, when paid, any other amounts designated as a Deposit or Deposits in this Agreement.

1.7. "**Contingency Review Period**" means the period commencing on the Effective Date and ending on June 30, 2020.

1.8. "**Closing Date**" means September 30, 2020.

1.9. "**State Agency**" or "**FHFC**" means Florida Housing Finance Corporation.

1.10. "**JHFA**" means Jacksonville Housing Finance Authority.

1.11. "**Transaction**" means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds.

4. **Deposit.** Purchaser shall deposit with Seller the Deposit. The Deposit shall be in the form of a promissory note due at Closing. The Deposits paid shall be applied towards the Purchase Price at Closing.

5. **Property Documents.** Commencing on the Effective Date, Seller agrees to provide to Purchaser copies of the documents and information ("**Property Documents**") relating to the Property in the possession or control of Seller and/or Seller's agents, including, but not limited to, those matters described on Exhibit C attached hereto (but only to the extent in the possession or control of Seller and/or Seller's agents). Updated Property Documents will be provided by Seller to Purchaser as updates become

available. Seller may provide the Property Documents by: (a) delivery (including but not limited to delivery via email), (b) making available to Purchaser at Seller's office at the address in Section 27.2, (c) making available at the management office at the Property, and/or (d) making available for download via the internet. (Notwithstanding the foregoing, in no event shall Seller be required to disclose or provide to Purchaser the following information: attorney-client privileged information, proprietary information, confidential information, or private employee information, financial and tax information other than that listed on Exhibit C, previous agreements or proposals related to the sale of the Property, or appraisals or other valuation information.)

6. Title Policy.

6.1. Seller has ordered from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of the Contingency Review Period as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response: (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser and the Agreement Consideration shall be immediately disbursed by Escrow Agent to Seller. (In the event that Purchaser does not so notify Seller in writing within five (5) days after Seller's Title Response, Purchaser shall be deemed to have accepted title subject to the Remaining Objections and the Remaining Objections shall be deemed to be waived for all purposes.) Any exceptions permitted on the Title Policy pursuant to this Section 6.1 are referred to herein as "**Permitted Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment. Notwithstanding any of the provisions of this Section 6.1 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the times set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable.

6.2. In the event that the issuance of the Title Policy requires a new or updated ALTA Survey ("**Survey**") of the Property, Purchaser shall obtain such Survey and provide it to the Title Company at least ten (10) business days prior to the initial Closing Date.

6.3. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in this Section 6 (subject only to payment of the premiums for the Title Policy), unless this contingency is not met due to Purchaser's failure to obtain the Survey as required in Section 6.2 or otherwise fail to meet the Title Company's requirements imposed on Purchaser for issuance of the Title Policy. If this contingency is not met on the Closing Date, this Agreement shall automatically terminate, in which event the Deposits paid shall be immediately refunded to Purchaser.

7. **Contingency Review Period.** Purchaser shall have until the expiration of the Contingency Review Period to review all aspects of the Property and the Transaction. In the event that Purchaser approves such review, Purchaser shall so notify Seller in writing ("**Purchaser's Approval Notice**") on or before expiration of the Contingency Review Period, and the Deposit shall become non-refundable except as specifically provided otherwise in this Agreement. In the event that Purchaser, on or before the time required by this Section 7, either: (a) does not provide the Purchaser's Approval Notice to Seller, or (b) notifies Seller in writing of Purchaser's disapproval of the Property and the Transaction, this Agreement

shall automatically terminate as of the expiration of the Contingency Review Period, in which event the Deposits paid shall be immediately refunded to Purchaser.

8. **Inspections.** Purchaser and its agents shall be entitled to inspect the Property and conduct tests on the Improvements and the Land at any time or times prior to the Closing, upon at least one (1) business day's notice to Seller, in order to conduct the evaluations described in this Agreement (including without limitation, engineering studies, environmental site assessments, risk assessments, inspections for the presence of lead based paint and lead based paint hazards, evaluation of drainage and flood plain, borings and soil tests). The right granted to Purchaser to conduct the inspections is subject to the rights of any tenants of the Property with respect to any such inspection, and compliance with tenant leases and applicable laws, and to the inspections being conducted at reasonable times and accompanied by representatives of Seller. Any invasive testing shall be subject to Seller's prior written approval of a testing plan. No physical alteration of the Property is permitted, but if any physical alteration occurs, any physical alteration of the Property in connection with Purchaser's study shall be restored by Purchaser immediately upon demand by Seller, at Purchaser's sole expense. Purchaser shall indemnify Seller against any loss, damage or claim resulting from Purchaser's inspections and tests, except any arising from the discovery of preexisting conditions (so long as Purchaser does not exacerbate any such condition). Purchaser shall not act as Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Property. Purchaser shall not allow any liens to encumber the Property arising out of such activities, and shall indemnify and hold Seller harmless from and against any liens, costs, expenses (including attorney fees), claims, liabilities, and obligations arising in any way out of such activities by Purchaser, as well as Purchaser's employees and agents. Notwithstanding anything to the contrary contained in this Agreement or in any addenda, amendments or modifications to this Agreement, Purchaser's obligations under this Section 8 shall survive the termination of this Agreement and/or Closing, and shall remain in full force and effect without time limitation until all of such obligations have been fully performed by Purchaser, and all amounts to be paid by Purchaser have been paid.

9. **Assignment of HAP Contract/HUD Approval.** Seller's and Purchaser's obligation to close the Transaction are each expressly contingent ("**HUD Contingency**") upon Purchaser obtaining 2530 clearance from the U.S. Department of Housing and Urban Development ("**HUD**") and HUD approval (together, "**HUD Approval**") of an assignment and assumption of the existing Housing Assistance Payments Contract ("**HAP Contract**") affecting the Property on terms acceptable to Purchaser in its sole discretion. Purchaser shall submit an application ("**HAP Application**") for HUD Approval no later than ninety (90) days before the scheduled Closing Date. Seller agrees to cooperate in such efforts, and to sign documents to accomplish such purposes. Purchaser shall pay all costs, fees and charges incurred in connection with obtaining HUD Approval, whether or not HUD Approval is obtained, and/or whether or not the Transaction closes, and this obligation shall survive the termination of this Agreement and/or Closing. If HUD Approval is not obtained on or before ten (10) business days prior to the then scheduled Closing Date on terms and conditions acceptable to Purchaser in its sole discretion, either Purchaser or Seller may terminate this Agreement upon giving the other party written notice thereof, in which event the Deposits paid shall be refunded to Purchaser.

10. **Regulatory Agreements.** The Property is subject to one or more use agreements, regulatory agreements, and/or covenants (each a "**Regulatory Agreement**" and together the "**Regulatory Agreements**") recorded as an encumbrance or encumbrances against the Property related to low income housing covenants and restrictions. The Regulatory Agreements shall be Permitted Exceptions, and shall be assumed by Purchaser at the Closing. Purchaser shall obtain any consent of FHFC and JHFA required pursuant to the Regulatory Agreements, at Purchaser's sole expense. Purchaser shall submit applications for any required consents. Seller shall cooperate and join in such applications. Purchaser shall pay all costs, fees and charges incurred in connection with obtaining such consents, whether or not consent is obtained, and/or whether or not the Transaction closes, and this obligation shall survive the termination of this Agreement and/or Closing. At Closing, Purchaser shall assume in writing all obligations of the owner of the Property under the Regulatory Agreements.

11. **Contracts.** Subsequent to delivery of Purchaser's Approval Notice, Seller shall, upon written request from Purchaser, give appropriate notices of termination of any service, supply, security,

maintenance, employment or other contracts or arrangements ("**Contracts**") with respect to the Property (other than the Permitted Exceptions), terminating such Contracts as of the Closing Date (or if a Contract cannot be terminated as of the Closing Date, such later date which is the earliest date that such Contract can be terminated in accordance with its terms without a termination fee or charge). In addition, effective as of the Closing Date, Seller shall terminate all property management agreements with respect to the Property. Any Contracts which are not terminated as of the Closing Date in accordance with this Section 11 shall be assigned to, and assumed by, Purchaser at the Closing.

12. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Closing Agent. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. As used in this Agreement, the term "**Closing**" shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

13. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Closing Agent:

13.1. Execute and deliver to Purchaser and the Title Company:

13.1.1. A special warranty deed (the "**Deed**") conveying to Purchaser fee simple title to the Improvements on the form attached hereto as Exhibit D.

13.1.2. A Bill of Sale, Assignment, and Assumption Agreement on the form attached hereto as Exhibit E.

13.1.3. A FIRPTA Affidavit.

13.1.4. All other agreements to be executed by Seller as specified herein.

13.2. Execute and deliver to the Title Company: (i) such affidavits and other evidence as the Title Company may require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and (ii) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the consummation of the Transaction so that all of said documents are or will be validly executed and delivered and will be binding upon the Seller.

13.3. Deliver to Purchaser all tenant leases affecting the Property which are in effect as of the Closing Date, and a Certified Rent Roll certified by Seller (or the property management company managing the Property) to be correct no earlier than five (5) business days prior to the Closing Date.

13.4. Deliver to Purchaser all documents, records, plans, keys, permits and other items related to the Property which are in Seller's possession or control.

13.5. Deliver to Purchaser a letter from Seller's management company addressed to all tenants directing the tenants to make all future payments to Purchaser's management company, and otherwise complying with any legal requirements regarding the transfer of tenant deposits.

13.6. Execute and deliver to Purchaser a certificate, dated as of the date of Closing and executed by Seller, stating that the representations and warranties of Seller contained in this Agreement are accurate in all material respects as of the date of Closing, subject to any updated information as provided in accordance with Section 15.12.

13.7. Execute a settlement statement ("**Seller Settlement Statement**") setting forth any debits and credits payable in connection with the Closing. Seller hereby authorizes Closing Agent, to

provide FHFC and/or any servicer of FHFC a copy of Seller's Settlement Statement, upon FHFC's or FHFC's servicer's request.

13.8. Execute and deliver any documents required to effect the Regulatory Assumption and the assignment and assumption of the HAP Contract.

13.9. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

14. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

14.1. Deliver to Seller the Purchase Price.

14.2. Execute and deliver to Seller executed counterparts of the Bill of Sale, Assignment, and Assumption Agreement.

14.3. Execute a settlement statement ("***Purchaser Settlement Statement***") setting forth any debits and credits payable in connection with the Closing. Purchaser hereby authorizes Closing Agent, to provide FHFC and/or any servicer of FHFC a copy of Purchaser's Settlement Statement, upon FHFC's or FHFC's servicer's request.

14.4. Execute and deliver any documents required to effect the Regulatory Assumption and the assignment and assumption of the HAP Contract.

14.5. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

15. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

15.1. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Seller hereunder.

15.2. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Seller has the authority to do so.

15.3. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

15.4. Seller has not received any written notice of any threatened or actual cancellation or suspension of any certificate of occupancy or other certificate, license or permit for any portion of the Improvements.

15.5. To Seller's knowledge, except as may be contained in the Property Documents and other documents provided to Purchaser, no Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of law. Hazardous Materials means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited,

limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of the properties adjacent to the Property.

15.6. To Seller's knowledge, except as may be contained in the Property Documents and other documents provided to Purchaser, there currently are no underground storage tanks on the Property.

15.7. Except as may be contained in the Property Documents and other documents provided to Purchaser, Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, or alleged building code or environmental or zoning violations.

15.8. All real estate taxes and assessments affecting the Property are paid current and not delinquent as of the Effective Date.

15.9. Any Contracts disclosed as part of the Property Documents and other documents provided to Purchaser, and/or shown as exceptions on the Title Commitment, constitute all of the Contracts affecting the Property. Seller has not received any written notice of uncured default and Seller has no knowledge of any existing uncured defaults under the Contracts.

15.10. Each certified rent roll ("**Certified Rent Roll**") to be provided pursuant to this Agreement shall be certified by Seller (or the property management company managing the Property) to be true, correct, and complete to its knowledge, and shall contain for each tenant and each tenant's lease the following information: commencement date of the lease; termination date of the lease; monthly rent; monthly additional rent; security deposits (any amounts previously applied to charges shall also be shown); prepaid rents; any other payments or credits applicable to that lease.

15.11. At all times prior to closing contemplated by this Agreement, Seller: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 ("**Executive Order**"), the Annex to that Executive Order ("**Annex**"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**Patriot Act**"). The term "**Prohibited Person**" shall mean any person or entity which meets any of the following criteria:

15.11.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

15.11.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

15.11.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

15.11.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

15.11.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list ("**List**") published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

15.11.6. A person or entity who is an Affiliate of a person or entity listed in this Section 15.11.

15.12. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in Section 15 untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section 15.12 indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section 15.12 shall lapse.

16. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller the following:

16.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

16.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

16.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

16.4. At all times prior to Closing contemplated by this Agreement, Purchaser: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act.

17. Seller Covenants. Seller hereby covenants as follows:

17.1. Until the Closing Date, Seller shall maintain the Property in substantially the same condition and quality as such was in at the time of the physical inspection of the Property by Purchaser, except for normal wear and tear, and subject to Section 27.5.

17.2. Seller shall pay all real estate taxes and assessments affecting the Property current up to the Closing Date.

17.3. Seller shall continue to operate the Improvements in the ordinary course of business between the Effective Date and the Closing Date, such operation to include the continuation of maintenance and repair programs.

18. Survival.

18.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in Sections 15 and 16 of this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

18.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or

termination (each a "**Surviving Provision**"). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

19. Purchaser's Defaults; Seller's Remedies. In the event of a breach by Purchaser of this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. **PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.** Notwithstanding the foregoing, this liquidated damages provision does not limit Purchaser's obligations under the Surviving Provisions, or under Section 8.

20. Seller's Defaults; Purchaser's Remedies. In the event of a breach by Seller of this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller. Notwithstanding the foregoing, the limitation of remedies provision does not limit Seller's obligations under the Surviving Provisions.

21. Closing Costs. Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

21.1. Seller shall pay: (i) one-half of any escrow fees of the Escrow Agent; and (ii) all other costs and expenses allocated to Seller pursuant to the terms of this Agreement.

21.2. Purchaser shall pay: (i) the premium for the owner's Title Policy, and any endorsements; (ii) the cost of recording the Deed and any documentary stamps; (iii) one-half of any escrow fees of the Escrow Agent; and (iv) all other costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

22. Proration of Income and Expenses. At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

22.1. *Ad valorem* and similar taxes, and assessments, for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

22.2. On the Closing Date, Seller shall cause its property management company to transfer to Purchaser's property management company the amount of any of the following for which Purchaser will be responsible after the Closing: (i) refundable deposits made by tenants of the Property; and (ii) non-refundable deposits made by tenants of the Property that have not been applied to costs incurred. At the Closing, Purchaser shall assume Seller's obligations related to the deposits actually transferred to Purchaser.

22.3. All collected rents or other income and all operating expenses for or pertaining to the Property, including but not limited to maintenance, security, management service and similar contractual charges with respect to the Property shall be prorated between Purchaser and Seller as of the Closing Date.

22.4. Water, sewer, fuel, electricity, gas and other utilities and services shall be paid by Seller based upon current readings by the utilities to be obtained by Seller contemporaneously with Closing. Seller shall arrange for utility services to Seller to be cancelled, in which event, Purchaser shall establish a new account with the utility, and Seller shall be entitled to any deposits on account paid by Seller. If a utility will not cancel Seller's account and replace it with a new Purchaser account, Seller shall at Closing transfer the utility account to Purchaser, in which event: (i) Purchaser shall reimburse Seller at Closing for any utility deposit transferred to Purchaser; and (ii) utility charges for such account shall be prorated between Purchaser and Seller as of the Closing Date.

22.5. Purchaser shall pay to Seller at Closing the amount of any prepaid compliance monitoring or other fees attributable to the period of time from and after the Closing Date.

22.6. The escrows, reserves and/or impounds ("**Reserves**") held in connection with the Property (including, without limitation, escrows for taxes, insurance, mortgage insurance premiums, reserve for replacement account, repair reserves, and other reserves and impositions) are not included in the Purchase Price, and shall remain Seller's property.

23. **Post-Closing Adjustments.** Seller and Purchaser agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will pay to the other such amounts as may be necessary such that Seller will receive the benefit of all income collected for the period prior to the Closing Date and will pay all expenses of the Property attributable to the period prior to the Closing Date, both on an accrual basis, and Purchaser will receive all income collected for the period from and after the Closing Date and will pay all expenses of the Property attributable to the period from and after the Closing Date, both on an accrual basis. The provisions of this Section 23 shall survive the Closing for ninety (90) days; any claim under this Section 23 shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before ninety (90) days after Closing.

24. **Delinquent Rents.** With respect to any monies collected by Purchaser from tenants or other persons owing delinquent rents or other amounts as of the Closing Date, such money shall first be applied to the current rents or obligations of such person and retained by Purchaser and the balance (if any) shall then be delivered to Seller. After the Closing Date, Seller shall be entitled to institute legal actions to recover delinquent rents from tenants; provided, however, that Seller acknowledges that Seller shall have no right to terminate any tenant lease, and Seller shall not have the right to evict any tenant.

25. **Property Matters.** AS A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR THE SALE OF THE PROPERTY, PURCHASER, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVES, AND RELEASES SELLER, ITS MEMBERS, PARTNERS, OFFICERS, DIRECTORS, PRINCIPALS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES (THE "**SELLER PARTIES**") FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION AND LIABILITY, WHETHER KNOWN OR UNKNOWN, OTHER THAN THOSE FOR BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO THE FOLLOWING (THE "**PROPERTY MATTERS**"): (A) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE DOCUMENTS DELIVERED TO PURCHASER IN CONNECTION HERewith, (B) ANY PAST, PRESENT, OR FUTURE CONDITION OF THE PROPERTY HOWEVER AND WHENEVER OCCURRING, INCLUDING, WITHOUT LIMITATION, THE PROPERTY'S PROXIMITY TO ANY GEOLOGICAL HAZARD, OR THE PRESENCE OF HAZARDOUS MATERIALS AT THE PROPERTY (INCLUDING, WITHOUT

LIMITATION, THE CONTAMINATION OR POLLUTION OF ANY SURFACE OR SUBSURFACE SOILS, SUBSURFACE MEDIA, SURFACE WATERS OR GROUND WATERS AT THE PROPERTY), THE VIOLATION OF ANY ENVIRONMENTAL LAW, WHETHER IN COMMON LAW OR UNDER ANY EXISTING OR HEREINAFTER ENACTED FEDERAL, STATE OR LOCAL LAW, REGULATION, OR ORDINANCE, AND (C) EXCEPT AS OTHERWISE PROVIDED IN THE DEED, ANY DEFECT, INACCURACY OR INADEQUACY IN THE CONDITION OF TITLE TO THE PROPERTY, LEGAL DESCRIPTION OF THE PROPERTY, OR COVENANTS, RESTRICTIONS, ENCUMBRANCES OR ENCROACHMENTS WHICH AFFECT THE PROPERTY. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR BELIEVED TO BE TRUE REGARDING THE PROPERTY MATTERS, AND PURCHASER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND EACH OF THE OTHER SELLER PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS. PURCHASER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 25 SHALL SURVIVE THE CLOSING WITHOUT TIME LIMITATION.

26. Tax Deferred Exchange.

26.1. If Purchaser wishes to structure the Transaction as part of a 1031 tax deferred exchange, Seller agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Seller incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Purchaser acknowledges that Seller shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

26.2. If Seller wishes to structure the Transaction as part of a 1031 tax deferred exchange, Purchaser agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Purchaser incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Seller further acknowledges that Purchaser shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

27. Miscellaneous.

27.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

27.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) Notwithstanding the foregoing, any written

communication (including email or fax) sent to a party, which is actually received by such party, shall constitute notice for all purposes of this Agreement. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser: Timuquana Affordable LLC
5403 West Gray Street
Tampa, FL 33609
ATTN: Scott Seckinger
Email: sseckinger@sphome.com
Office: (813) 288-6988
Fax: (813) 288-1511

If to Seller: SP Timuquana Limited Partnership
1911 65th Ave West
Tacoma, WA 98466
ATTN: J. David Page
Email: kahunajdp@earthlink.net
Office: (253) 460-3000
Fax: (253) 564-2762

If to Escrow Agent: As in Section 1.4

27.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

27.4. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date until the Closing will be on Seller, and thereafter will be on Purchaser.

27.5. Casualty Loss.

27.5.1. If at any time prior to the Closing Date, any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give written notice thereof to Purchaser as soon as possible and in any event within five (5) business days after Seller learns of such destruction or damage, and, within thirty (30) days thereafter, shall provide Purchaser with an estimate of the cost of restoring the Property to the condition it was in immediately before such damage or destruction from an independent consultant acceptable to Purchaser and Seller. The Closing Date shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is not more than One Hundred Fifty Thousand Dollars (\$150,000.00), as reasonably estimated by such independent consultant, then Purchaser shall have no right to terminate this Agreement and shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage; provided, however, that if the rights of Seller in and to such property insurance are not assignable to Purchaser, then Purchaser shall receive at Closing a credit against the Purchase Price in the amount of such insurance proceeds which would have been assigned.

27.5.2. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is more than One Hundred Fifty Thousand Dollars

(\$150,000.00), as reasonably estimated by such independent consultant acceptable to Purchaser and Seller, then Purchaser shall have the option, to be exercised within twenty (20) business days from the date of Purchaser's receipt of such estimate, to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. The Closing Date shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser, and for Purchaser to have the stipulated time to exercise its option to terminate. If Purchaser shall not elect to terminate this Agreement as provided in this Section 27.5.2, then this Agreement shall remain in full force and effect, and Purchaser shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage; provided, however, that if the rights of Seller in and to such property insurance are not assignable to Purchaser, then Purchaser shall receive at Closing a credit against the Purchase Price in the amount of such insurance proceeds which would have been assigned. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser.

27.5.3. Notwithstanding the foregoing, this Section 27.5 shall not apply to any destruction or damage that is restored by Seller to its present condition on or before the Closing Date.

27.6. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser, and, if such taking by eminent domain proceedings would result in a Material Change, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately refunded to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. A "**Material Change**" means a taking that would result in (a) the Property not being in compliance with all laws, rules, and regulations, (b) a diminution in value of the Property or a cost to restore the Property of more than five percent (5%) of the Purchase Price of the Property as estimated by an independent consultant acceptable to Purchaser and Seller. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser. The Closing Date shall be postponed, as required, in order for the parties to obtain an estimate of the diminution in value or cost to restore and for Purchaser to have the stipulated time to exercise its option to terminate.

27.7. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

27.8. Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

27.9. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

27.10. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

27.11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

27.12. EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION OR CONTROL, IF ANY, AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

27.13. Radon Gas Disclosure. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

"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."

27.14. Energy Efficiency. Purchaser acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.

27.15. As used in this Agreement, "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

27.16. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

[Signatures on following page]

PURCHASER:

Timuquana Affordable LLC

By: Timuquana Affordable Manager LLC

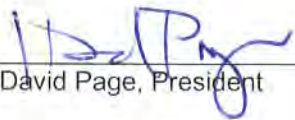
By: 

Scott Seckinger, Manager

SELLER:

SP Timuquana Limited Partnership

By: SP Tim GP Inc, its General Partner

By: 

J. David Page, President

EXHIBIT A

Legal Description of Land

Part of the West½ of Farm 12 and all of Farm 14, Block 29, Ortega Farms, according to plat thereof recorded in plat Book 3, page 79 and part of Lot 10, Schlosser Homes Rep lat, according to plat thereof recorded in Plat Book 20, page 42, all of the current public records of Duval County, Florida, more particularly described as follows:

Begin at the intersection of the Easterly line of Seaboard Avenue (a 60 foot right of way) and the Northerly line of said Farm 14, Ortega Farms, thence South 0°18'20" West, 451.18 feet along the Easterly line of said Seaboard Avenue; thence South 89°49'15" East, 821.9 feet to the Southeasterly corner of the West½ of said Farm 12; thence North 0°01'22" West along the Easterly boundary of said West½ of Farm 12, 700.72 feet; thence South 89°46'41" West, 252.73 feet to a point on the Westerly line of said Lot 10; thence South 5°17'29" East along said Westerly line, 248.9 feet to a point in the Northerly line of said Farm 14; thence North 89°49'15" West along said Northerly line, 589.44 feet to the point of beginning, being in the City of Jacksonville, Duval County, Florida.

EXHIBIT B

"Personal Property" means Seller's interest in all of the furniture, fixtures, fittings, apparatus, equipment, machinery, trade names, and other items of tangible and intangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to, all permits, warranties, licenses, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies.

"Intangible Property" means all right, title and interest of Seller in and to all intangible property owned or held for use in connection with the Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the name "Timuquana Park Apartments"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, advertising and online listings such as Apartments.com, ForRent.com, RentPath, Zillow, Facebook, Google My Business, Yelp, and plans and specifications.

"Improvements" means the apartment building constructed upon the Land, known as Timuquana Park Apartments, together with Seller's interest in all machinery, air conditioners, fixtures, and equipment used in the general operation of such buildings and improvements, and/or affixed to or located upon the Land on the Effective Date, along with all accessions and additions thereto, and together with the lessor's or landlord's interest in any tenant leases or occupancy agreements covering all or any portion of such buildings and improvements.

EXHIBIT C

- Trailing 12 months of operations by month in excel format (updated monthly through closing)
- Current Rent Roll in excel format (updated monthly through closing)
- Last 2 years of Rent Rolls by month in excel format
- Trailing 3 years of annual operating statements in excel format (by month)
- Trailing 3 years audits (if unaudited, prior 12 months of bank statements)
- Last 3 years of annual Property Tax Bills
- Current Budget
- Existing Payroll Schedule (list of current employees, start dates and salary/wage information)
- 3 years of Capital Expenditures
- Last 12 months of Utility Bills (water, sewer, electricity, gas)
- 5 years of loss runs for property and general liability insurance
- Any service contracts and list of vendors (laundry, copier, trash, etc.)
- Pest Contract/Termite Contract/Termite Bond
- Any 3rd party reports (Appraisal, LBP, Phase 1, RCS, termites, etc.)
- Existing Survey
- Current Title Policy
- All building addresses & parcel numbers (for zoning report)
- Any CO's and business/occupancy licenses
- Any existing building plans/site plans/zoning resolutions/drawings
- Any outstanding code violations
- Existing Mortgage Note/ Promissory Notes*
- Affordable Fair Housing Marketing Plan*
- Any Regulatory/Use agreements encumbering the property (LURA, EUA)*
 - 8609s*
 - Current HUD rent schedule*
 - Current Utility Allowances*
 - Original HAP contract*
 - All HAP Renewals*
 - Current HAP renewal*
 - Most recent HAP voucher request*
 - Current REAC and score*
 - Current MOR and score*
 - Current AFHMP (Affirmative Fair Housing Marketing Plan)*

**if applicable*

- Please keep in mind as transaction continues updated monthly operating statements and rent rolls will be needed. Often times they will need to be certified as well. -

EXHIBIT D

Prepared by and return to:

Amber F. Williams
Pepple Cantu Schmidt PLLC
2430 Estancia Blvd., Suite 114
Clearwater, FL 33761

SPECIAL WARRANTY DEED

THIS INDENTURE is made effective on _____, 20____, by _____, a _____ ("**Grantor**"), whose mailing address is _____, and _____, a _____ ("**Grantee**"), whose mailing address is _____.

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee and its successors and assigns forever, that certain real property together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, estate, reversion, remainder and easement thereto belonging or in anywise appertaining (the "**Property**") in _____ County, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof,

Tax Parcel ID No. _____.

To have and to hold in fee simple forever.

SUBJECT to, applicable land use and zoning restrictions and to easements, reservations and restrictions of record, which are specifically not reimposed or extended hereby, and to taxes for the year 20____ and subsequent years.

Grantor will warrant the title to the Property and will defend the same, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Signed in the presence of:

GRANTOR:

Signature

By:

Name:

Title:

Printed Name

Signature

Printed Name

STATE OF _____)
COUNTY OF _____)

This foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____, on behalf of the company. He/She [is personally known to me] [has produced _____ as identification].

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A
to
SPECIAL WARRANTY DEED

Legal Description

EXHIBIT E

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

(_____ Apartments)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, _____ (**"Assignor"**) and _____ (**"Assignee"**) hereby agree as follows:

1. This Bill of Sale, Assignment and Assumption Agreement is given pursuant to that certain Purchase and Sale Agreement (**"PSA"**) dated as of _____, 20____, between Assignor and Assignee (or its predecessor), as amended, providing for, among other things, the conveyance of the Personal Property, the Tenant Leases, the Contracts, and the Intangible Property described herein.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee:

2.1 All right, title and interest of Assignor in and to all furniture, fixtures, fittings, apparatus, equipment, machinery, and other items of tangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to appliances, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies (**"Personal Property"**) located on, and used in connection with the management, maintenance, ownership or operation of the Improvements (**"Real Property"**) legally described on Exhibit A, but excluding tangible personal property owned by the tenants of the Real Property under the Tenant Leases (as defined below).

2.2 All right, title and interest of Assignor as lessor in and to any leases (**"Tenant Leases"**) relating to the leasing of space or units in the Real Property and all of the rights, interests, benefits and privileges of the lessor thereunder, subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases and the PSA.

2.3 To the extent assignable, all right, title and interest of Assignor in and to all intangible property (**"Intangible Property"**) owned or held for use in connection with the Real Property and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the name "_____"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, advertising and online listings such as Apartments.com, ForRent.com, RentPath, Zillow, Facebook, Google My Business, Yelp, and plans and specifications.

2.4 To the extent assignable, all right, title and interest of Assignor in and to all leases (other than the Tenant Leases), contract rights and agreements (**"Contracts"**) related to the Real Property and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, including but not limited to those identified on Exhibit B.

3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the **"Claims"**), originating prior to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts, first arising prior to the Conveyance Date, and to the extent accruing through the last day prior to the Conveyance Date.

4. As of the Conveyance Date, Assignee hereby assumes all of Assignor's obligations under the Tenant Leases and the Contracts first arising and accruing on and after the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts, first arising and accruing on and after the Conveyance Date.

5. Assignor hereby represents and warrants that the property conveyed hereunder is free and clear of all liens, leases and encumbrances (except those expressly approved by Purchaser pursuant to the PSA). Except as provided in the immediately preceding sentence and except for the representations and warranties set forth in the PSA with respect to the property conveyed hereunder (which are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns), the property conveyed hereunder is so conveyed in an "as is" condition.

6. This Bill of Sale, Assignment and Assumption is made subject to the title exceptions approved or deemed approved by Assignee pursuant to the PSA.

7. In the event any action be instituted by a party to enforce this Agreement, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the court. In addition to the foregoing award of such reasonable attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment.

8. This Bill of Sale, Assignment and Assumption Agreement may be executed in several counterparts and all so executed shall constitute one Bill of Sale, Assignment and Assumption Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Bill of Sale, Assignment and Assumption Agreement has the same effect as delivery of an original.

9. As of the date above written, Assignee hereby accepts the foregoing Bill of Sale, Assignment and Assumption Agreement and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor relating to the Tenant Leases, Contracts, and Intangible Property first arising and accruing on and after the Conveyance Date.

[Signatures on following page]

Dated effective as of _____, 20____ (the "**Conveyance Date**").

ASSIGNEE:

ASSIGNOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

Description of Real Property

**EXHIBIT B
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

List of Contracts

PURCHASE AND SALE AGREEMENT

DEPOSIT PROMISSORY NOTE

\$100,000.00

February 18, 2020

FOR VALUE RECEIVED, the undersigned, Timuquana Affordable LLC ("Maker") does hereby promise to pay to the order of SP Timuquana Limited Partnership, a Florida limited partnership ("Payee"), the sum of One Hundred Thousand Dollars (\$100,000.00). This Note is given as a Deposit pursuant to that certain Purchase and Sale Agreement dated on or about the same date as this Note, between Maker and Payee. The amount of this Note shall not bear interest, and shall be due and payable upon the Closing Date pursuant to the Purchase and Sale Agreement. If payment of this Note is not made when due, the Purchase and Sale Agreement shall terminate.

MAKER:

Timuquana Affordable LLC

By: Timuquana Affordable Manager LLC, its Manager

By: _____
Scott Seckinger, Manager

Exhibit 20

Not Applicable

Exhibit 21

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

Name of Development: Timuquana Park Apartments

5615 Seaboard Ave,

Development Location: Jacksonville, FL 32244

(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: 100

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. To the best of my knowledge, there are no hearings or approvals required to obtain the appropriate zoning classification. Assuming compliance with the applicable land use regulations, there are no known conditions that would preclude construction or rehabilitation of the referenced Development on the proposed site.

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.

Sean Kelly
Signature

2-24-20
Date Signed

SEAN KELLY
Print or Type Name

ZONING ADMINISTRATOR
Print or Type Title

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 local elected 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.

Exhibit 22

Not Applicable

Exhibit 23

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

Name of Development: Timuquana Park Apartments

5615 Seaboard Ave.

Development Location: Jacksonville, FL 32244


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.

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

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.


Signature

GERALD W. DONSKEY
Print or Type Name

MANAGER, ENERGY & DEVELOPMENT SERVI
Print or Type Title

FEBRUARY 12, 2020
Date Signed

JEA
Name of Entity Providing Service

21 WEST CHURCH STREET
Address (street address, city, state)

JACKSONVILLE, FLORIDA 32202

(904) 665-6081
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 local elected 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.

Exhibit 24

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

Name of Development: Timuquana Park Apartments

5615 Seaboard Ave.

Development Location: Jacksonville, FL 32244

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: 100

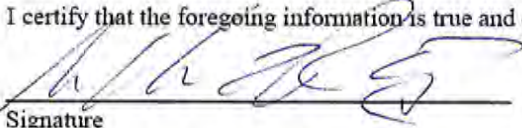
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

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 L. Price, EI
Print or Type Name

Staff Engineer
Print or Type Title

2-12-20
Date Signed

JEA

Name of Entity Providing Service

21 W Church St. T4
Address (street address, city, state)

Jacksonville, FL 32223

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 local elected 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.

Exhibit 25

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

Name of Development: Timuquana Park Apartments

5615 Seaboard Ave.

Development Location: Jacksonville, FL 32244

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: 100

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:

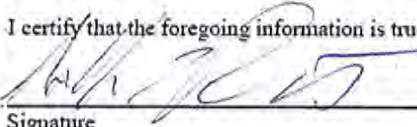
1. Sewer Capacity or Package Treatment is available to the proposed Development; or
2. There are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for 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 L. Price, EI

Print or Type Name

Staff Engineer

Print or Type Title

2-12-20

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 local elected 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.

(Form Rev. 8-18)

Exhibit 26

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

Name of Development: Timuquana Park Apartments

5615 Seaboard Ave,

Development Location: Jacksonville, FL 32244

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.

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

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.



Signature

SEAN KELLY

Print or Type Name

ZONING ADMINISTRATOR

Print or Type Title

2-24-20

Date Signed

CITY OF JACKSONVILLE

Name of Entity Providing Service

PLANNING AND DEVELOPMENT

214 N. HOGAN ST., JAX, FL 32202

Address (street address, city, state)

904 255-7816

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 local elected 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.

Exhibit 27

FLORIDA PROPERTIES

Southport Development, Inc.

12/31/2019

	Project	City	State	Units	Demographic	Program Type	Project Type	Close Date
1	400 Apartments	Gainesville	FL	101	Elderly	9% TC - Section 8	Rehab	02/19/15
2	BCC	Cutler Cove (Dade)	FL	104	Family	4% TC-Section 8	Rehab	12/15/10
3	Brookestone I Senior	Tallahassee	FL	108	Elderly	4% TC - SAIL	New Construction	10/14/16
4	Brookside Village	Ft. Myers	FL	50	Family	4% - SAIL- Section 8	Rehab	09/25/15
5	Broward Gardens	Ft. Lauderdale	FL	96	Family	9% TC-Section 8	Rehab	08/10/12
6	Calusa Estates	Belle Glade	FL	114	Family	9% TC	New Construction	02/16/17
7	Caravel Arms Apartments	Lauderdale Lake	FL	110	Family	4% - SAIL- Section 8	Rehab	09/22/14
8	Cedar Park	Lake City	FL	72	Family	4% - SAIL- Section 8	Rehab	12/19/17
9	Central Court	Tampa	FL	68	Family	9% TC -Section 8	Rehab	04/30/13
12	Chelsea Commons	Greenacres	FL	210	Family	LIHTC	Investment	04/27/18
11	Chipola Apartments	Marianna	FL	48	Elderly	9% RC- Section 8	Rehab	02/14/18
13	Choctaw Village	Ft. Walton Beach	FL	48	Family	Section 8	Investment	03/28/19
14	City Place Sr Living	St Petersburg	FL	82	Elderly	9% TC	New Construction	07/31/09
14	Clearwater Apartments	Clearwater	FL	90	Family	4% TC- Section 8	Rehab	08/21/14
16	Colony Park	West Palm Beach	FL	130	Family	LIHTC	Investment	01/16/18
15	Columbus Court	Tampa	FL	160	Family	4% - SAIL- Section 8	Rehab	06/29/16
17	Crossroads	Orlando	FL	94	Family	4% TC- HOME	Rehab	09/15/10
18	Daytona Gardens	Daytona Beach	FL	230	Family	4% - MMRB -Section 8	Rehab	07/30/19
19	Delphin Downs	Penacola	FL	72	Family	4% TC - SAIL	New Construction	11/16/18
20	Emerald Place	Titusville	FL	132	Family	LIHTC - Section 8	Investment	04/19/18
21	Evergreen	Tampa	FL	40	Family	9% TC	New Construction	01/12/07
22	Foxwood Apartments	Panama City	FL	100	Family	9% TC -Section 8	Rehab	10/26/12
23	Gadsden Arms Apts	Gadsden	FL	100	Family	9% TC - Section 8	Rehab	02/01/08
24	Garden Trail	Clearwater	FL	76	Family	4% TC - SAIL	New Construction	12/18/15
25	Georgia Arms Apts	Sanford	FL	90	Family	4% TC - Section 8	Rehab	04/30/15
26	Grande Court at North Port	North Port	FL	138	Family	LIHTC	Investment	08/15/18
27	Hampton Ridge	Jacksonville	FL	110	Family	4% TC	Rehab	06/01/06
28	Hampton Villa	Jacksonville	FL	60	Family	4% TC -Section 8	Rehab	10/03/16
29	Harbour Court	Haines City	FL	64	Family	4% TC -Section 8	Rehab	07/21/15
30	Harold House	Jacksonville	FL	80	Family	9% - Section 8	Rehab	07/23/19
31	Hickory Knoll	Ocala	FL	96	Family	4% TC -Section 8	Rehab	10/28/16
32	Highland Palms	Avon Park	FL	52	Family/Farmworker	9% TC -SAIL	New Construction	06/11/09
33	Hilltop Village	Jacksonville	FL	200	Family	4% TC-Section 8	Rehab	01/24/12
34	Hillwood Pointe	Jacksonville	FL	100	Family	LIHTC	Investment	11/02/15
36	Jackson Heights Apts	Tampa	FL	111	Family	9% TC - Section 8	Rehab	01/16/15
37	Jacksonville Townhouses	Jacksonville	FL	250	Elderly	9% TC - Section 8	Rehab	03/29/18
38	Jamestown Woods	Tallahassee	FL	150	Elderly	LIHTC	Investment	12/30/19
39	Laburnum Gardens	Valrico	FL	81	Family	9% TC - Section 8	New Construction	02/14/18
40	Lake Mangonia	West Palm Beach	FL	150	Family	S 8- 4% TC - HUD 221(d)4	Rehab	02/27/18
41	Lake Wales Gardens	Lake Wales	FL	96	Family	4% TC - SAIL	Rehab	12/18/19
42	Lincoln Field Apartments	Miami	FL	213	Family	4% TC -Section 8	Rehab	10/21/11
43	Lummas Park Manor	Miami	FL	51	Elderly	9% TC - Section 8	Rehab	03/20/18
44	Majestic Oaks	Gainesville	FL	172	Family	9% TC - Section 8	Rehab	05/26/16
45	Mallards Landing	West Palm Beach	FL	163	Family	4% TC - PBC MMRB	Rehab	12/18/19
46	Marina Bay	Lake Worth	FL	192	Family	LIHTC	Investment	12/27/17
47	Mobley Park Apartments	Tampa	FL	234	Family	LIHTC	Investment	04/01/15
48	Oakwood Villa Apartments	Jacksonville	FL	200	Family	4% TC -Section 8	Rehab	06/30/17
49	Orangewood Village Apartments	Ft. Pierce	FL	60	Family	4% - SAIL- Section 8	Rehab	11/17/15
50	Palm Gardens	Lake Worth	FL	80	Family	4% TC - RRLP	New Construction	10/10/07
51	Palmetto Pointe	Pinellas Park	FL	82	Family	4% TC - SAIL - NHTF	New Construction	09/30/19
52	Palms West	West Palm	FL	290	Family	4% TC	Rehab	09/13/13
53	Parkside Commons	Pinellas Park	FL	60	Family	9% TC	New Construction	01/16/15
54	Pembroke Tower	Pembroke Pines	FL	100	Elderly	4% - SAIL- Section 8	Rehab	09/24/19
55	Pine Creek	Ft Pierce	FL	108	Family	9%-TC - Section 8	Rehab	10/16/12
56	Pinewood Pointe Apts	Jacksonville	FL	136	Family	4% TC	Rehab	06/01/07
57	Raven Crossing	Altamonte	FL	248	Family	LIHTC	Investment	03/22/13
58	Ridgewood Apartments	Winter Haven	FL	36	Family	9%-TC - Section 8	Rehab	03/30/18
59	Sabal Palms	Melbourne	FL	72	Family	LIHTC	Investment	11/02/15
60	San Marco Villas I & II	Lake Park	FL	400	Family	LITHC	Investment	12/17/14
61	Seminole Gardens	Sanford	FL	108	Family	4% - SAIL- Section 8	Rehab	10/03/16
62	Serrano Apts	West Palm Beach	FL	193	Family	Market/Conventional	Investment	06/01/16
63	Silver Oaks Apartments	Tampa	FL	200	Family	9% TC -Section 8	Rehab	02/07/10
64	Spring Manor	Ocala	FL	160	Family	4% TC - SAIL	Rehab	05/20/15
65	St James Place DBA La Vista Oaks	Tampa	FL	126	Family	4% TC - SAIL	Rehab	12/15/10
66	Stevens Duval	Jacksonville	FL	52	Elderly	4% - SAIL- Section 8	Rehab	09/15/15
67	Sunrise Place Apartments	Tallahassee	FL	99	Family	4% TC - Section 8	Rehab	04/22/13
68	Tampa Heights	Tampa	FL	33	Family	Section 8	Investment	12/21/15
69	The Crossings at Indian Run	Stuart	FL	344	Family	4% TC	Rehab	11/21/14
70	Timberwood Trace	Jacksonville	FL	224	Family	4% TC	Rehab	02/01/17

71	Timuquana Apts	Jacksonville	FL	100	Family	4% TC	Rehab	10/12/04
72	University Plaza	Jacksonville	FL	120	Family	9% TC	Rehab	11/07/12
73	Venice Cove Apartments	Ft. Lauderdale	FL	150	Family	LIHC	Investment	01/29/15
74	Watauga Woods	Orlando	FL	216	Family	LIHC	Investment	03/22/13
75	Wedgewood Apts	West Palm Beach	FL	80	Elderly	9% TC - Section 8	Rehab	06/09/16
76	Woodlawn Trail	Clearwater	FL	80	Elderly	4% TC SAIL	New Construction	05/24/18
Total Florida Projects & Dwelling Units:				76	9,445			

Exhibit 28

Not Applicable

Exhibit 29

Not Applicable

Exhibit 30

Timuquana Affordable Manager LLC

March 2, 2020

Board Members
Bond Issuer
Jacksonville Housing Finance Authority
214 North Hogan Street, 8th Floor
Jacksonville, FL 32202
(813) 282-4800

Re: Timuquana Park Apartments – Timuquana Affordable Manager LLC

Board Members,

This letter serves as confirmation that **Timuquana Affordable Manager LLC** is a single purpose entity that is 100% owned by its manager entity 51 Affordable LLC, and therefore does not have a prior experience chart at this time.

Sincerely,



Scott Seckinger, its Manager

Exhibit 31

Not Applicable

Exhibit 32

Not Applicable

Exhibit 33



Cambridge Management Portfolio Data as of 12/31/2019

							Property Type					
	Project Name	City	TotalUnits	Year Built	Year CMI Began Mgmnt	Years Managed by CMI	LIHTC	Sect 8/ HUD	Bond	HOME	Market	Assisted Living
FLORIDA												
1	BCC Apartments	Miami	104	1976	2010	9	✓	✓	✓	✓		
2	Berkeley Pointe fka Spring Manor	Ocala	160	1982	2015	4	✓	✓	✓			
3	Brookside Village	Fort Myers	50	1981	2015	4	✓	✓	✓			
4	Brookestone Senior	Tallahassee	108	2017	2017	2	✓		✓			
5	Broward Gardens	Fort Lauderdale	96	1980	2012	7	✓	✓				
6	Calusa Estates	Belle Glade	114	2017	2017	2	✓					
7	Caravel Arms Apts	Lauderdale Lakes	110	1976	2014	5		✓	✓			
8	Cedar Park	Lake City	72	1960	2017	2	✓	✓	✓			
9	Central Court	Tampa	68	1971	2009	10	✓	✓			✓	
10	Chelsea Commons	Greenacres	210	1196	2018	1						
11	Chipola Apartments	Marianna	48	1925	2018	1	✓	✓				
12	Choctaw Village	Ft. Walton Beach	48	1979	2018	1		✓				
13	City Place	St Petersburg	82	2010	2010	9	✓					
14	Clearwater Apartments	Clearwater	90	1982	2014	5	✓	✓	✓			
15	Colony Park	West Palm Beach	160	1996	2017	2	✓					
16	Columbus Court	Tampa	160	1970	2016	3	✓	✓	✓			
17	Crossings at Indian Run	Stuart	344	1996	2015	4	✓		✓			
18	Crossroads	Orlando	94	1978	2010	9	✓			✓		
19	Daytona Gardens	Daytona Beach	230									
20	Emerald Place	Titusville	132	1996	2018	1	✓	✓				
21	Evergreen	Tampa	40	2007	2009	10	✓					
22	Foxwood	Panama City	100	1980	2010	9	✓	✓				
23	Gadsden Arms Apartments	Gadsden	100	1974	2009	10	✓	✓				
24	Garden Trail	Clearwater	76	2016	2016	3	✓		✓	✓		
25	Georgia Arms	Sanford	90	1982	2016	3	✓	✓	✓			
26	Grande Court at North Port	North Port	128									
27	Hampton Ridge Apartments	Jacksonville	110	1990	2009	10	✓					
28	Hampton Villa	Jacksonville	60	1970	2016	3	✓	✓	✓			
29	Harbour Court Apartments	Haines City	64	1983	2015	4	✓	✓	✓			
30	Harold House	Jacksonville	80									
31	Hickory Knoll	Ocala	96	1982	2016	3	✓	✓	✓			
32	Highland Palms	Avon Park	52	2010	2010	9	✓					
33	Hilltop Village	Jacksonville	200	1967	2011	8		✓				
34	Hillwood Pointe	Jacksonville	100	1991	2015	4	✓					
35	Jackson Heights	Tampa	111	1979	2015	4	✓	✓				
36	Laburnum Gardens	Valrico	81	2019	2019	0	✓					

Cambridge Management Portfolio Data as of 12/31/2019

	2019											
	Project Name	City	TotalUnits	Year Built	Year CMI Began Mgmt	Years Managed by CMI	Property Type					
							LIHTC	Sect 8/ HUD	Bond	HOME	Market	Assisted Living
37	La Vista Oaks	Tampa	126	1981	2009	10	✓					
38	Lake Mangonia Apartments	West Palm Beach	150	1982	2009	10	✓	✓	✓			
39	Lake Wales Gardens	Lake Wales	96									
40	Lincoln Fields	Miami	213									
41	Lumms Park Manor	Miami	51	1980	2017	2	✓	✓				
42	Majestic Oaks	Gainesville	172	1982	2016	3	✓	✓				
43	Mallards Landing	West Palm Beach	163	1996	2015	4	✓					
44	Marina Bay	Lake Worth	192	1994	2017	2	✓					
45	Mobley Park	Tampa	234	1996	2015	4	✓					
46	Oakwood Villa	Jacksonville	200	1980	2017	2	✓	✓	✓			
47	Orangewood Village	Fort Pierce	60	1982	2014	5	✓	✓				
48	Osprey's Landing	Naples	176									
49	Palm Gardens	Lake Worth	80	2008	2009	10	✓					
50	Palms West	West Palm Beach	290	1996	2009	10	✓			✓		
51	Parkside Commons	Pinellas Park	60	2015	2015	4	✓					
52	Pembroke Tower	Pembroke Pines	100	1980	2016	3		✓				
53	Philips Pointe	Jacksonville	250	1978	2009	10	✓	✓				
54	Pine Creek Village	Fort Pierce	107	1972	2013	6	✓	✓				
55	Pinewood Pointe	Jacksonville	136	1991	2009	10	✓					
56	Ravens Crossing	Altamonte	248	1993	2013	6	✓					
57	Ridgewood	Winter Haven	33	1983	2015	4	✓	✓				
58	Sabal Palms	Melbourne	72	1991	2015	4	✓					
59	San Marco Villas I	Lake Park	288	1996	2015	4	✓					
60	San Marco Villas II	Lake Park	112	1996	2015	4	✓					
61	Seminole Gardens	Sanford	108	1970	2015	4	✓	✓	✓			
62	Serrano Apts	West Palm Beach	192	1995	2015	4					✓	
63	Silver Oaks	Tampa	200	1973	2010	9	✓	✓				
64	Stevens Duval	Jacksonville	52	1907	2015	4	✓	✓	✓			
65	Sunrise Place	Tallahassee	99	1971	2013	6	✓	✓	✓			
66	Tampa Heights	Tampa	36	1970	2015	4		✓				
67	The 400 Apartments	Gainesville	101	1979	2013	6	✓	✓				
68	Timberwood Trace	Jacksonville	224	1996	2017	2	✓	✓	✓			
69	Timuquana Apartments	Jacksonville	100	1981	2009	10	✓	✓				
70	University Plaza	Jacksonville	120	1955	2013	6	✓	✓				
71	Venice Cove	Fort Lauderdale	150	1996	2015	4	✓					
72	Watauga Woods	Orlando	216	1993	2013	6	✓					
73	Wedgewood	West Palm Beach	81	1983	2016	3	✓	✓				
74	Woodlawn Trail	Clearwater	82	2019	2019	0	✓					

Exhibit 34

Not Applicable

Exhibit 35

Not Applicable

Exhibit 36

As of: 12/31/2019

Vaughn Bay Construction, Inc. Experience Chart

Future Projects

Project Name	Location	Year	Units	Type	Total Project Costs
Stonewood	Yakima, WA	2018/2019	60	New Construction	\$6,000,000
Riverview	Pullman, WA	2018/2019	56	New Construction	\$6,756,000
Grand Blvd.	Vancouver, WA	2019	26	New Construction	\$3,200,000
Queen Emma Tower	Honolulu, HI	2018/2019	71	Rehabilitation	TBD
Palouse Trace	Pullman, WA	2018	51	Rehabilitation	\$6,800,000
Cloverbrook Apartments	Lakewood, WA	2018	260	New Construction	TBD
Parrish Oaks	Parrish, FL	2019-2020	120	New Construction	\$13,800,000.00

Total 1056

Currently Under Construction

Project Name	Location	Year	Description	Type	Total Project Costs
Delphin Downs	Pensacola, FL	2018-2019	72	New Construction	\$9,560,000
Palmetto Pointe	Pinellas Park, FL	2019-2020	82	New Construction	\$9,512,000.00
Pembroke Tower	Pembroke Pines, FL	2019	100	Rehabilitation	\$3,750,000.00
Daytona Gardens	Daytona Beach, FL	2019-2020	230	Rehabilitation	\$7,475,000.00
Lake Wales Gardens Apartments	Lake Wales, FL	2020	96	Rehabilitation	\$5,516,505.00
Mallards Landing	West Palm Beach, FL	2020	163	Rehabilitation	

Total 743

Recently Finished Projects

Project Name	Location	Year	Units	Type	Total Project Costs
Majestic Oaks	Gainesville, FL	2016	172	Rehabilitation	\$6,589,135
Pinewood-Athens	Athens, GA	2016	90	Rehabilitation	\$2,982,228
Cumberland	St. Mary's, GA	2016	154	Rehabilitation	\$5,027,193
Garden Trail	Clearwater, FL	2016	76	New Construction	\$7,370,073
Kaneohe Elderly	Kaneohe, HI	2016	44	Rehabilitation	\$2,371,483
Harbour Court	Haines City, FL	2016	64	Rehabilitation	\$2,601,234
Spring Manor	Ocala, FL	2016	160	Rehabilitation	\$6,006,660
Orangewood Village	Fort Pierce, FL	2016	60	Rehabilitation	\$2,206,511
Calusa Estates	Belle Glade, FL	2017	114	New Construction	\$12,540,000
Brookfield Mews	Tifton, GA	2017	120	Rehabilitation	\$4,296,196
Hickory Knoll	Ocala, FL	2017	96	Rehabilitation	\$3,504,768
Seminole Gardens	Sanford, FL	2017	108	Rehabilitation	\$4,709,973
River Pauahi	Honolulu, HI	2017	48	Rehabilitation	\$6,525,000
Timberwood Trace	Jacksonville, FL	2017	224	Rehabilitation	\$6,260,901
Columbus Court	Tampa, FL	2017	160	Rehabilitation	\$6,981,560
Hampton Villas	Jacksonville, FL	2017	60	Rehabilitation	\$2,648,104
Wedgewood	West Palm Beach, FL	2017	81	Rehabilitation	\$3,268,863
Waipahu Hall	Waipahu, HI	2017	72	Rehabilitation	\$18,600,000
Oak Trace Apartments	Tacoma, WA	2017	60	New Construction	\$9,700,000
Oakwood Villas	Jacksonville, FL	2018	200	Rehabilitation	\$8,502,480
Burien Haus	Burien, WA	2018	34	Rehabilitation	\$2,800,000
Lummas Park Manor	Miami, FL	2018	51	Rehabilitation	\$3,520,000
Ridgewood Apts	Winter Haven, FL	2018	33	Rehabilitation	\$1,402,500
Chipola Apartments	Marianna, FL	2018	48	Rehabilitation	\$2,640,000
Cedar Park	Lake City, FL	2018	72	Rehabilitation	\$3,240,000
Brookstone	Tallahassee, FL	2019	108	New Construction	\$10,320,318
Choctaw Village	Ft. Walton Beach, FL	2019	48	Rehabilitation	\$1,920,000.00
Lake Mangonia Apts	West Palm Beach, FL	2019	150	Rehabilitation	\$10,200,000
Laburnum Gardens	Valrico, FL	2019	81	New Construction	\$8,262,000
Jacksonville TH	Jacksonville, FL	2019	250	Rehabilitation	\$8,125,000
Woodlawn Trail	Clearwater, FL	2019	80	New Construction	\$10,325,600

Total 3118

Exhibit 37

LIHTC/FHFC Experience

Architectonics Studio, Inc. - Michael Arrigo

Completed

List as of: 12/31/2019

	Project	Location	Units	Program	Type	Year
1	Evergreen Apartments	Tampa, FL	40	9% LIHTC	New Construction	2007
2	Highland Palms	Avon, FL	52	9% LIHTC, SAIL	New Construction	2006
3	City Place fka Burlington Senior	St. Petersburg, FL	82	9% LIHTC	New Construction	2008
4	Silver Oaks	Tampa, FL	200	4% LIHTC	Rehabilitation	2010
5	Crossroads Apts	Orlando, FL	94	4% LIHTC	Rehabilitation	2010
6	BCC Apartmetns	Miami, FL	103	4% LIHTC, HOME	Rehabilitation	2012
7	Browards Gardens	Ft. Lauderdale, FL	96	9% LIHTC	Rehabilitation	2013
8	Central Court	Tampa, FL	68	9% LIHTC	Rehabilitation	2014
9	Foxwood Apartments	Panama City, FL	100	9% LIHTC	Rehabilitation	2013
10	Hilltop Apartments	Jacksonville, FL	200	4% LIHTC	Rehabilitation	2012
11	Pine Creek Apartments	Ft. Pierce, FL	107	9% LIHTC	Rehabilitation	2013
12	Lincoln Fields	Miami, FL	213	4% LIHTC	Rehabilitation	2013
13	Palms West Apartments	West Palm Beach, FL	290	4% LIHTC	Rehabilitation	2014
14	Monteagle Ridge Apts	Nigara Falls, NY	149	4% LIHTC	Rehabilitation	2012
15	Sunrise Apartments	Tallahassee, FL	99	4% LIHTC	Rehabilitation	2013
16	University Plaza	Jacksonville, FL	120	9% LIHTC	Rehabilitation	2013
17	Clearwater Apartments	Clearwater, FL	90	4% LIHTC, HUD 223(f)	Rehabilitation	2015
18	Caravel Apartments	Ft. Lauderdale, FL	110	4% LIHTC, HUD 223(f)	Rehabilitation	2015
19	Crossings at Indian Run	Stuart, FL	344	4% LIHTC	Rehabilitation	2015
20	400 Apartments	Gainesville, FL	101	9% LIHTC	Rehabilitation	2015
21	Jackson Heights	Tampa, FL	111	9% LIHTC	Rehabilitation	2015
22	Parkside Commons	Pinellas Park, FL	60	9% LIHTC	New Construction	2015
23	Pinewood Apartments	Athens, GA	90	4% LIHTC, MMRB	Rehabilitation	2015
24	Harbour Court	Haines City, FL	64	4% LIHTC, SAIL, ELI	Rehabilitation	2016
25	Georgia Arms	Sanford, FL	90	4% LIHTC, SAIL, ELI	Rehabilitation	2015
26	Spring Manor	Ocala, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2016
27	Brookside Village	Ft. Myers, FL	50	4% LIHTC, SAIL, ELI	Rehabilitation	2015
28	Stevens Duval	Jacksonville, FL	52	4% LIHTC, SAIL, ELI	Rehabilitation	2015
29	Orangewood Village	Ft. Pierce, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2016
31	Garden Trail	Clearwater, FL	76	4% LIHTC, SAIL, ELI	New Construction	2016
32	Wedgewood Apartments	West Palm Beach, FL	80	9% LIHTC	Rehabilitation	2016
33	Majestic Oaks	Gainesville, FL	172	9% LIHTC	Rehabilitation	2017
34	Columbus Court	Tampa, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2017
35	Hampton Villa	Jacksonville, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2017
36	Timberwood Trace	Jacksonville, FL	224	4% LIHTC, MMRB	Rehabilitation	2017
37	Seminole Gardens	Sanford, FL	108	4% LIHTC, SAIL, ELI	Rehabilitation	2017
38	Hickory Knoll	Ocala, FL	96	4% LIHTC, SAIL, ELI	Rehabilitation	2017
39	Brookfield Mews	Tifton, GA	120	4% LIHTC, MMRB	Rehabilitation	2017
40	Calusa Estates	Belle Glade, FL	114	9% LIHTC	New Construction	2018
41	Cedar Park	Lake City, FL	72	4% LIHTC, SAIL, ELI	Rehabilitation	2018
42	Oakwood Villa	Jacksonville, FL	200	4% LIHTC, MMRB, 223(f)	Rehabilitation	2018
43	Lumms Park Manor	Miami, FL	51	9% LIHTC	Rehabilitation	2018
44	Chipola Apts	Marianna, FL	48	9% LIHTC	Rehabilitation	2018
45	Ridgewood Apartments	Winter Haven, FL	33	9% LIHTC	Rehabilitation	2018
46	Laburnum Gardens	Valrico, FL	81	9% LIHTC	New Construction	
47	Woodlawn Trail	Clearwater, FL	80	4% LIHTC, SAIL, ELI	New Construction	
48	Jacksonville TH Apts	Jacksonville, FL	250	9% LIHTC	Rehabilitation	
49	Lake Mangonia fka Palm Grove	West Palm Beach, FL	150	4% LIHTC, MMRB, 221(d)4	Rehabilitation	
50	Choctaw Village	Ft. Walton Beach, FL	48	4% LIHTC, SAIL, ELI	Rehabilitation	
	Total Units		5618			

Under Construction

	Project	Location	Units	Program	Type
1	Delphin Downs	Pensacola, FL	72	4% LIHTC, SAIL, ELI	New Construction
2	Palmetto Pointe	Pinellas Park, FL	82	4% LIHTC, SAIL, ELI	New Construction
3	Pembroke Tower	Pembroke Pines, FL	100	4% LIHTC, SAIL, ELI, 223(f)	Rehabilitation
4	Daytona Gardens	Daytona Beach, FL	230	4% LIHTC, MMRB, 221(d)4	Rehabilitation
5	Harold House	Jacksonville, FL	80	9% LIHTC	Rehabilitation
6	Mallards Landing	Palm Beach, FL	154	4% MMRB	Rehabilitation
7	Lake Wales Gardens Apartments	Lake Wales, FL	96	4% LIHTC, SAIL, ELI	Rehabilitation
	Total Units		814		

Future Projects

	Project	Location	Units	Program	Type
1	Parrish Oaks	Parrish, FL	120	4% LIHTC, SAIL, ELI, 221(d)4	New Construction
2	Mango Terrace	Seffner, FL	120	4% LIHTC, SAIL, ELI, NHTF	New Construction
3	Timuquana Park Apartments	Jacksonville, FL	100	Jacksonville MMRB	Rehabilitation
4	Tampa Heights	Tampa, FL	36	9% LIHTC	Rehabilitation
	Total Units		376		

Exhibit 38

Not Applicable

Exhibit 39

LIHTC/FHFC Experience

Pepple Cantu Schmidt PLLC

Completed

List as of: 12/31/2019

	Project	Location	Units	Program	Type	Year
1	Evergreen Apartments	Tampa, FL	40	9% LIHTC	New Construction	2007
2	Highland Palms	Avon, FL	52	9% LIHTC, SAIL	New Construction	2006
3	City Place fka Burlington Senior	St. Petersburg, FL	82	9% LIHTC	New Construction	2008
4	Silver Oaks	Tampa, FL	200	4% LIHTC	Rehabilitation	2010
5	Crossroads Apts	Orlando, FL	94	4% LIHTC	Rehabilitation	2010
6	BCC Apartmetns	Miami, FL	103	4% LIHTC, HOME	Rehabilitation	2012
7	Browards Gardens	Ft. Lauderdale, FL	96	9% LIHTC	Rehabilitation	2013
8	Central Court	Tampa, FL	68	9% LIHTC	Rehabilitation	2014
9	Foxwood Apartments	Panama City, FL	100	9% LIHTC	Rehabilitation	2013
10	Hilltop Apartments	Jacksonville, FL	200	4% LIHTC	Rehabilitation	2012
11	Pine Creek Apartments	Ft. Pierce, FL	107	9% LIHTC	Rehabilitation	2013
12	Lincoln Fields	Miami, FL	213	4% LIHTC	Rehabilitation	2013
13	Palms West Apartments	West Palm Beach, FL	290	4% LIHTC	Rehabilitation	2014
14	Monteagle Ridge Apts	Nigara Falls, NY	149	4% LIHTC	Rehabilitation	2012
15	Sunrise Apartments	Tallahassee, FL	99	4% LIHTC	Rehabilitation	2013
16	University Plaza	Jacksonville, FL	120	9% LIHTC	Rehabilitation	2013
17	Clearwater Apartments	Clearwater, FL	90	4% LIHTC, HUD 223(f)	Rehabilitation	2015
18	Caravel Apartments	Ft. Lauderdale, FL	110	4% LIHTC, HUD 223(f)	Rehabilitation	2015
19	Crossings at Indian Run	Stuart, FL	344	4% LIHTC	Rehabilitation	2015
20	400 Apartments	Gainesville, FL	101	9% LIHTC	Rehabilitation	2015
21	Jackson Heights	Tampa, FL	111	9% LIHTC	Rehabilitation	2015
22	Parkside Commons	Pinellas Park, FL	60	9% LIHTC	New Construction	2015
23	Harbour Court	Haines City, FL	64	4% LIHTC, SAIL, ELI	Rehabilitation	2016
24	Georgia Arms	Sanford, FL	90	4% LIHTC, SAIL, ELI	Rehabilitation	2015
25	Spring Manor	Ocala, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2016
26	Brookside Village	Ft. Myers, FL	50	4% LIHTC, SAIL, ELI	Rehabilitation	2015
27	Stevens Duval	Jacksonville, FL	52	4% LIHTC, SAIL, ELI	Rehabilitation	2015
28	Orangewood Village	Ft. Pierce, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2016
29	Garden Trail	Clearwater, FL	76	4% LIHTC, SAIL, ELI	New Construction	2016
30	Wedgewood Apartments	West Palm Beach, FL	80	9% LIHTC	Rehabilitation	2016
31	Majestic Oaks	Gainesville, FL	172	9% LIHTC	Rehabilitation	2017
32	Columbus Court	Tampa, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2017
33	Hampton Villa	Jacksonville, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2017
34	Timberwood Trace	Jacksonville, FL	224	4% LIHTC, MMRB	Rehabilitation	2017
35	Seminole Gardens	Sanford, FL	108	4% LIHTC, SAIL, ELI	Rehabilitation	2017
36	Hickory Knoll	Ocala, FL	96	4% LIHTC, SAIL, ELI	Rehabilitation	2017
37	Calusa Estates	Belle Glade, FL	114	9% LIHTC	New Construction	2018
38	Oakwood Villa	Jacksonville, FL	200	4% LIHTC, MMRB	Rehabilitation	2018
39	Brookfield Mews	Tifton, GA	120	4% LIHTC, MMRB	Rehabilitation	2017
40	Lumms Park Manor	Miami, FL	51	9% LIHTC	Rehabilitation	2018
41	Cedar Park	Lake City, FL	72	4% LIHTC, SAIL, ELI	Rehabilitation	2018
42	Chipola Apts	Marianna, FL	48	9% LIHTC	Rehabilitation	2018
43	Ridgewood Apartments	Winter Haven, FL	33	9% LIHTC	Rehabilitation	2018
44	Chelsea Commons	Lake Worth, FL	210	LIHTC	Investment	2018
45	Colony Park	West Palm Beach, FL	130	9% LIHTC, Section 8	Investment	2018
46	Emerald Place	Titusville, FL	132	9% LIHTC, Section 8	Investment	2018
47	Laburnum Gardens	Valrico, FL	81	9% LIHTC	New Construction	2019
48	Jacksonville TH Apts	Jacksonville, FL	250	9% LIHTC	Rehabilitation	2019
49	Palm Grove	West Palm Beach, FL	150	4% LIHTC, MMRB	Rehabilitation	2019

50	Woodlawn Trail	Clearwater, FL	80	4% LIHTC, SAIL, ELI	New Construction	2019
51	Choctaw Village	Ft. Walton Beach, FL	48	4% LIHTC, SAIL, ELI	Rehabilitation	2019
Total Units			6000			

Under Construction

	Project	Location	Units	Program	Type
1	Pembroke Tower	Pembroke Pines, FL	100	4% LIHTC, SAIL, ELI	Rehabilitation
2	Daytona Gardens	Daytona Beach, FL	230	4% LIHTC, MMRB	Rehabilitation
5	Harold House	Jacksonville, FL	80	9% LIHTC	Rehabilitation
6	Mallards Landing	Palm Beach, FL	154	4% MMRB	Rehabilitation
5	Delphin Downs	Pensacola, FL	72	4% LIHTC, SAIL, ELI	New Construction
4	Palmetto Pointe	Pinellas Park, FL	82	4% LIHTC, SAIL, ELI	New Construction
	Lake Wales Gardens Apartments	Lake Wales, FL	96	4% LIHTC, SAIL, ELI	Rehabilitation
Total Units			814		

Future Projects

	Project	Location	Units	Program	Type
1	Parrish Oaks	Oxford, FL	120	4% LIHTC, SAIL, ELI	New Construction
2	Palm Port	North Port	126	4% LIHTC, SAIL, ELI	New Construction
3	Timuquana Park Apartments	Jacksonville, FL	100	Jacksonville MMRB	Rehabilitation
4	Tampa Heights	Tampa, FL	36	9% LIHTC	Rehabilitation
5	Matthew Commons	Pensacola, FL	38		New Construction
6	Mango Terrace	Seffner, FL	120	4% LIHTC, SAIL, ELI, NHTF	New Construction
7	San Marco Villas	West Palm Beach, FL	400	Palm Beach MMRB	Rehabilitation
Total Units			940		

Exhibit 40

Completed

List as of: 12/31/2019

Project	Location	Units	Program	Type	Year
Evergreen Apartments	Tampa, FL	40	9% LIHTC	New Construction	2007
Highland Palms	Avon, FL	52	9% LIHTC, SAIL	New Construction	2006
City Place fka Burlington Senior	St. Petersburg, FL	82	9% LIHTC	New Construction	2008
Silver Oaks	Tampa, FL	200	4% LIHTC	Rehabilitation	2010
Crossroads Apts	Orlando, FL	94	4% LIHTC	Rehabilitation	2010
BCC Apartmetns	Miami, FL	103	4% LIHTC, HOME	Rehabilitation	2012
Browards Gardens	Ft. Lauderdale, FL	96	9% LIHTC	Rehabilitation	2013
Central Court	Tampa, FL	68	9% LIHTC	Rehabilitation	2014
Foxwood Apartments	Panama City, FL	100	9% LIHTC	Rehabilitation	2013
Hilltop Apartments	Jacksonville, FL	200	4% LIHTC	Rehabilitation	2012
Pine Creek Apartments	Ft. Pierce, FL	107	9% LIHTC	Rehabilitation	2013
Lincoln Fields	Miami, FL	213	4% LIHTC	Rehabilitation	2013
Palms West Apartments	West Palm Beach, FL	290	4% LIHTC	Rehabilitation	2014
Monteagle Ridge Apts	Nigara Falls, NY	149	4% LIHTC	Rehabilitation	2012
Sunrise Apartments	Tallahassee, FL	99	4% LIHTC	Rehabilitation	2013
University Plaza	Jacksonville, FL	120	9% LIHTC	Rehabilitation	2013
Clearwater Apartments	Clearwater, FL	90	4% LIHTC, HUD 223(f)	Rehabilitation	2015
Caravel Apartments	Ft. Lauderdale, FL	110	4% LIHTC, HUD 223(f)	Rehabilitation	2015
Crossings at Indian Run	Stuart, FL	344	4% LIHTC	Rehabilitation	2015
400 Apartments	Gainesville, FL	101	9% LIHTC	Rehabilitation	2015
Jackson Heights	Tampa, FL	111	9% LIHTC	Rehabilitation	2015
Parkside Commons	Pinellas Park, FL	60	9% LIHTC	New Construction	2015
Harbour Court	Haines City, FL	64	4% LIHTC, SAIL, ELI	Rehabilitation	2016
Georgia Arms	Sanford, FL	90	4% LIHTC, SAIL, ELI	Rehabilitation	2015
Spring Manor	Ocala, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2016
Brookside Village	Ft. Myers, FL	50	4% LIHTC, SAIL, ELI	Rehabilitation	2015
Stevens Duval	Jacksonville, FL	52	4% LIHTC, SAIL, ELI	Rehabilitation	2015
Orangewood Village	Ft. Pierce, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2016
Garden Trail	Clearwater, FL	76	4% LIHTC, SAIL, ELI	New Construction	2016
Columbus Court	Tampa, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2017
Hampton Villa	Jacksonville, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2017
Timberwood Trace	Jacksonville, FL	224	4% LIHTC, MMRB	Rehabilitation	2017
Seminole Gardens	Sanford, FL	108	4% LIHTC, SAIL, ELI	Rehabilitation	2018
Hickory Knoll	Ocala, FL	96	4% LIHTC, SAIL, ELI	Rehabilitation	2018
Calusa Estates	Belle Glade, FL	114	9% LIHTC	New Construction	2018
Oakwood Villa	Jacksonville, FL	200	4% LIHTC, MMRB	Rehabilitation	2018
Lummus Park Manor	Miami, FL	51	9% LIHTC	Rehabilitation	2018
Cedar Park	Lake City, FL	72	4% LIHTC, SAIL, ELI	Rehabilitation	2018
Chipola Apts	Marianna, FL	48	9% LIHTC	Rehabilitation	2018
Ridgewood Apartments	Winter Haven, FL	33	9% LIHTC	Rehabilitation	2018
Chelsea Commons	Lantana, FL	224	LIHTC	Inv Property	2018
Grande Court at North Port	North Port, FL	134	LIHTC	Inv Property	2018
Colony Park	West Palm Beach, FL	130	LIHTC	Inv Property	2018
Emerald Place	Titusville, FL	132	9% LIHTC, Section 8	Inv Property	2018
Brookfield Mews	Tifton, GA	120	4% LIHTC, MMRB	Rehabilitation	2018
Woodlawn Trail	Clearwater, FL	80	4% LIHTC, SAIL, ELI	New Construction	2019
Laburnum Gardens	Valrico, FL	81	9% LIHTC	New Construction	2019
Jacksonville TH Apts	Jacksonville, FL	250	9% LIHTC	Rehabilitation	2019
Lake Mangonia	West Palm Beach, FL	150	4% LIHTC, MMRB, d(4)	Rehabilitation	2019
Choctaw Village	Ft. Walton Beach, FL	48	4% LIHTC, SAIL, ELI	Rehabilitation	2019
Total Units		5896			

Under Construction

Project	Location	Units	Program	Type
Delphin Downs	Pensacola, FL	72	4% LIHTC, SAIL, ELI	New Construction
Pembroke Tower	Pembroke Pines, FL	100	4% LIHTC, SAIL, ELI	Rehabilitation
Daytona Gardens	Daytona Beach, FL	230	4% LIHTC, MMRB, d(4)	Rehabilitation

Palmetto Pointe	Pinellas Park, FL	82	4% LIHTC, SAIL, ELI	New Construction
Harold House	Jacksonville, FL	80	9%/Section 8	Rehabilitation
Mallards Landing	West Palm Beach, FL	163	Palm Beach MMRB/4% LIHTC	Rehabilitation
Lake Wales Gardens Apartments	Lake Wales, FL	96	4%/SAIL/ELI/Section 8	Rehabilitation
Total Units		823		

Future Projects

Project	Location	Units	Program	Type
Parrish Oaks	Oxford, FL	120	4% LIHTC, SAIL, ELI, d(4)	New Construction
Total Units		120		

Exhibit 41

Attachment 3

EXPENSE AND INDEMNITY AGREEMENT

Jacksonville Housing Finance Authority
214 N. Hogan Street, 8th Floor

Jacksonville, FL 32202

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested the Jacksonville Housing Finance Authority, Florida (the "Authority"), to consider its application for the issuance of the Bonds referred to below (the "Bonds") for the benefits of the Applicant and as an inducement to such consideration hereby agrees with the Authority as follows:

Section 1: Payment of Expenses. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold the Authority harmless against the payment of any and all expenses relating to the Bond issue, including, without limitation, administrative charges and out-of-pocket expenses, recording charges, expenses of printing offering circulars or official statements, and the cost of printing the Bonds and advertising the sale thereof and expenses of registering the Bonds with the securities commission of any state. The fees of the Authority's bond counsel, financial advisor, administrative staff, and Issuer's counsel shall be payable only if the Bonds are issued and delivered, but the Applicant shall in all events be liable for the payment of the disbursements and out-of-pocket expenses of such personnel. It is further agreed that the applicant fee is a separate fee, which shall not be used for the payment of the expenses delineated herein.

Section 2. Indemnity. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify the Authority, and each of its members, officers, agents, attorneys or employees against any and all claims and liability of whatsoever nature arising out of the Bond issue, including without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortious conduct or breach of contractual relationships, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing the Applicant agrees to pay any and all attorney's fees and court costs incurred in the defense of any of the claims here above enumerated upon the Authority's written demand thereof. It is further understood and agreed that the Authority or any of the persons here above indemnified shall be entitled to retain counsel acceptable to the Authority or them to defend any claim, but that neither the Authority nor any such person will enter into any settlement of the same without the prior written approval of the Applicant. It is further understood that the Authority will give reasonable notice to the Applicant of the pendency of any such claims or liability and the Applicant shall have the opportunity to recommend counsel for selection by the Authority or its members. The actual selection of counsel, however, will be solely within the discretion of the Authority or its members.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by the Authority and the Applicant.

Dated: 02/18/2020

Name of Applicant: Timuquana Affordable LLC

By: Scott Seckinger

Title: Manager

Description of

Bond: Tax - Exempt

Jacksonville Housing Finance Authority (Florida)

By: [Signature]

Exhibit 42

i) Detail of All Rehabilitation

SCOPE OF WORK - TIMUQUANA PARK APARTMENTS (FAMILY)

1/29/2020

PROJECT INFORMATION

PROPERTY NAME: Timuquana Park Apartments
PROPERTY ADDRESS: 5615 Seaboard Ave, Jacksonville, FL 32244
YEAR BUILT 1980
DEMOGRAPHIC Family
DESCRIPTION: 100 Units
UNIT MIX: 28- 1 BD/1BA, 56- 2 BD/ 1 BA, 16- 3 BD/ 2 BA
BR-BA 394 Bed/ 116 bath
ATTACHMENTS: LURA, Jax HFA Bond Req

SCOPE OF WORK

UNIT SCOPE OF WORK		% Reply
MECHANICAL:	Install HVAC equipment - Minimum 15 SEER	100%
	Install 100% new supply/return vents and grills.	100%
	Install HVAC pad to meet current building code.	100%
	Install programmable thermostats in all units. Install so controls are 48 inches from finished floor. Subcontractor is to ensure that all staff is educated on how to operate and maintain the new equipment.	100%
	Clean ductwork and grills. <i>Sealed and insulation heating and cooling system ducts required</i>	100%
PLUMBING:	Replace existing toilets with water sense certified low flow 2-piece toilets that provide 1.28 gallons per flush or less.	100%
	Urinals must be 0.5 gallons per flush	
	Replace existing tubs with new tubs and 3 piece surrounds.	100%
	Replace existing showerheads/handle with water sense certified single handle faucet and trim that provides 2.0 gallons per minute or less. At least 80 PSI flow rate.	100%
	Inspect sanitary sewer stacks and branch lines in apartments. Jet, scope. Repair as needed.	100%
	Replace existing bathroom faucets with water sense certified single handle Faucets with a 1.5 gallons per minute or less. At least 60 PSI flow rate.	100%
	Replace existing bathroom lavatories.	100%
	Replace existing Kitchen faucets with single handle faucet that provides 1.5 GPM. At least 60 PSI flow rate.	100%
	Replace existing kitchen sinks with double compartment, self rimming, stainless steel sink. <i>Must be double compartment</i>	100%
	Replace existing water heaters up to 55 gallon with 0.92 UEF	100%
	Replace ADA wall mounted sinks in all ADA units. Mount at 34 inches from finished floor	5%
	Install roll in showers in 5% ADA units.	5%
	Install Blocking for future installation of Grab bars to meet 2010 ADA Code	100%
ELECTRICAL:	Install garbage disposals in every unit	100%
	Please refer to the attachments for Demolition/Installation instructions as well as additional specifications.	100%
	Replace existing light switches. Include new covers	100%
	Replace existing receptacles with white, tamper resistant duplex receptacles - include new plate covers.	100%
	Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, and penetrations, and electrical receptacles in building envelope.	100%
	Replace existing indoor lighting in bedrooms and living areas with Energy Star rated flushed mount fixtures with ceiling fan and lighting.	100%
	Install energy star qualified exhaust fans and ducting in all bathrooms	100%
	Install daytime sensors or timers on all outdoor lighting.	100%
	Upgrade existing panels in units.	100%
	Upgrade current electrical system to ensure meets current code, and is grounded.	100%
	Ensure there are cable/satellite hook ups in each unit.	100%
DOORS & WINDOWS:	Please refer to Site Work, Security and Recreational Amenities categories below for additional Electric requirements.	100%
	Install Washer/Dryer hookups in every unit - location to be determined by plans	100%
	Replace bedroom doors with white interior doors and door trim. Include brushed chrome, hinges, door stops and levered handles.	100%
	Replace entry door - insulated front door and <u>steel frame required</u> . New brushed chrome levered handle, hinges, deadbolt and door sweep.	100%
	Install 2 peep holes in entry doors.	100%
	Replace existing windows with vinyl, low-e, ENERGY STAR rated windows and screen.	100%

	Note: all windows must be double-pane glass	100%
	Provide an allowance to repair all drywall associated with demolition/installation of doors and windows.	100%
	Install window covering for each unit (Blinds)	100%
	Please refer to the attachments for Demolition/Installation instructions as well as additional specifications.	100%
	Marble window sills in all units	100%
	Replace storage unit door outside each unit	100%
ROOFS & INSULATION:	Install blow-in insulation, R-30 rating. Refer to plans for square footage and attic access.	100%
	Repair or replace existing fascia soffit as needed.	
	Provide allowance for rotten wood found during construction.	
	Install gutters and downspouts for better drainage.	100%
	Replace roofs with 30-Year expected Life roofing	100%
	Provide allowance to repair moisture intrusion or dmaage in storage rooms	
APPLIANCES:	Replace refrigerators, 18 cubic foot Top Freezer type (FULL SIZE). Energy Star Certified. White.	95%
	Replace range/stove, 30 inch Free Standing Electric Range, self cleaning type (FULL SIZE). White	95%
	Install energy star rated dishwashers. White (FULL SIZE)	95%
	Install microwave hood fan, non ducted, with light in each unit. White	100%
	Install ADA compliant appliances in ADA units	5%
	Install ADA compliant range hood fan in all ADA units	5%
FINISHES:	Replace kitchen and bathroom cabinets. D-ring, brushed chrome handles.	100%
	Install laminate countertops, colors to be selected by Owner.	100%
	Texturize CMU walls prior to paint.	100%
	Paint must be No-VOC; all interior - Killium Beige with white trim and white ceilings. (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint)	100%
	Install new or equivalent vinyl plank ("wood look") flooring.	100%
	Install mirrors and medicine cabinets in all bathrooms. Install toilet paper holders & shower rod.	100%
	Bathroom floors - Ceramic Tile required	100%
ADA	All Housing Credit Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations").	
	Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units	5 units
	An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.	2 units
GENERAL EXTERIOR, AMENITIES		
STAIRS & WALKWAYS:	Provide allowance to clean and repair walkways and sidewalks throughout the site.	
Exterior Finish:	Increase curb appeal through painting/water sealing for all exterior walls	
	Gutters: install on all buildings	
SECURITY:	Install wall pack to existing buildings to upgrade site lighting.	
	Install new camera system - DVR and TV's to be installed in the main office	
	Install daylight sensors, timers or motion dectors on all outdoor lightitng attached to buildings	
SITE WORK:	Install chain-link dumpster enclosures with gates. Make sure all gates have ADA accessible levers	
	Provide an allowance to repair damaged parking lot areas, potholes, striping and curbing. Areas to be repaired are to be determined by Owner during a walk through after all other construction is completed.	
	Inspect, repair, replace site drainage as needed.	
	New Parking lot overlay, car stops and striping.	
	Provide allowance for Florida yards and certifications landscaping throughout the property	

	<u>AMENITIES:</u>	New sign package throughout the property to include building signs, 100 entry door unit signs, common area/amenity and directional signs, Handicap Signs and 1 new monument entrance signs. Style/Design to be approved by the Owner prior to installation.		
		Renovate office to include, community room, computer lab, office space, file space, ADA bathroom, reception.		
		Remodel existing maintenance space into functional management office		
		Common Laundry - Ensure ADA accessible. 5 exisiting washers (1 ADA), 4 exisiting dryers (add one ADA dryer)		
		Install computer table/lab 2 computers will be needed		
		Install new Playground in current playground's location. ADA Accessibility to playground, fences surrounding playground		
		Install car care area		
		Add picnic tables and grill to previous tennis court		
		Install maintenance shed - 10x10 minimum with roll up door- see site plan for placement		
	<u>MISC ALLOWANCES:</u>	Tenant relocation - moving expenses		
		Provide an allowance to clean units before turning over to Management for leasing.		
		Provide an allowance for mold abatement, contractor to have plan in place for mold abatement as needed.		
		Paint hop-skotch, four square, or shuffle board, onto exisiting paved area. TBD by owner		

DETAILED DEVELOPMENT BUDGET

Timuquana Park Apartments
Jacksonville, FL 32244

		TOTAL	PER UNIT	AMOUNT ELIGIBLE	% of costs	PER SF
CONSTRUCTION COSTS						
Hard Costs						
	New Const Costs	0	0	0	0.00%	0.00
	Rehab Costs	4,000,000	40,000	4,000,000	22.85%	55.27
	Demolition	0	0	0	0.00%	0.00
	Accessory Buildings	0	0	0	0.00%	0.00
	Site Work	0	0	0	0.00%	0.00
	LC/PP Bond	0	0	0	0.00%	0.00
	Total Hard Costs	4,000,000	40,000	4,000,000	22.85%	55.27
	Contractor Fees 14%	560,000	5,600	560,000	3.20%	7.74
	Construction Contract Amount	4,560,000	45,600	4,560,000	26.05%	63.00
	Hard Cost Contingency 10%	400,000	4,000	400,000	2.29%	5.53
	Other	0	0	0	0.00%	0.00
TOTAL CONSTRUCTION COSTS		4,960,000	49,600	4,960,000	28.34%	68.53
FINANCIAL COSTS						
Financing Fees						
	Perm Loan Orig	98,500	985		0.56%	1.36
	Const Loan Orig	98,500	985	98,500	0.56%	1.36
	Bond COI	225,000	2,250		1.29%	3.11
	Application Fee	6,500	65	6,500	0.04%	0.09
	Const Monitoring	5,000	50	5,000	0.03%	0.07
	Miscellaneous FHA Costs	0	0	0	0.00%	0.00
	Other - Misc Lender Reports	15,000	150		0.09%	0.21
Closing Costs						
	One Mo Payment - Stub Interest	15,000	150	0	0.09%	0.21
	One Mo Reserves	0	0	0	0.00%	0.00
	Perm Loan Closing Costs	0	0	0	0.00%	0.00
	Cons Loan Closing Costs	0	0	0	0.00%	0.00
	Capitalized Interest - MMRB	120,000	1,200	120,000	0.69%	1.66
	Other - MISC FHFC Costs	0	0	0	0.00%	0.00
TOTAL FINANCIAL COSTS		583,500	5,835	230,000	3.33%	8.06
GENERAL DEVELOPMENT COSTS						
General						
	Accounting	40,000	400	40,000	0.23%	0.55
	Architect - Design	155,000	1,550	155,000	0.89%	2.14
	Architect - CA	20,000	200	20,000	0.11%	0.28
	Architect - Landscape	0	0	0	0.00%	0.00
	Appraisal	10,000	100	10,000	0.06%	0.14
	Brokerage Fees	0	0	0	0.00%	0.00
	Building Permits	49,600	496	49,600	0.28%	0.69
	Building Permit Expeditor	0	0	0	0.00%	0.00
	Engineering Fees	35,000	350	35,000	0.20%	0.48
	Environ Report - Phase 1	2,500	25	2,500	0.01%	0.03
	Environ -Other (LBP/Asbest/Etc)	12,500	125	12,500	0.07%	0.17
	Impact Fees	0	0	0	0.00%	0.00
	Inspection Fees	30,000	300	30,000	0.17%	0.41
	Insurance - Builders Risk	0	0	0	0.00%	0.00
	Insurance - Prop/Liab	50,000	500	25,000	0.29%	0.69
	Insurance - Escrow	10,000	100	0	0.06%	0.14
	Market Study/RCS	7,500	75	7,500	0.04%	0.10
	Misc Costs	0	0	0	0.00%	0.00
	Payment and Performance Bond	49,600	496	49,600	0.28%	0.69
	PCR - Const Consultant	15,000	150	15,000	0.09%	0.21
	Pre Dev Loan Interest	0	0	0	0.00%	0.00
	Plan Review Fees	5,000	50	5,000	0.03%	0.07
	Survey	12,500	125	12,500	0.07%	0.17
	Taxes	35,000	350	17,500	0.20%	0.48
	Taxes - Escrow	25,000	250	0	0.14%	0.35
	Title/Recording Fees	85,000	850	85,000	0.49%	1.17
	Utility Connection Fees	0	0	0	0.00%	0.00
	Soft Cost Contingency	50,000	500	50,000	0.29%	0.69
	Other - Tenant Relocation	100,000	1,000	100,000	0.57%	1.38
Legal						
	Borrowers Council	100,000	1,000	75,000	0.57%	1.38
	Borrowers HUD Council	35,000	350	35,000	0.20%	0.48
	Borrower Bond Council	0	0	0	0.00%	0.00
	Lender Legal	60,000	600	30,000	0.34%	0.83
	Syndicator Legal	25,000	250	12,500	0.14%	0.35
	Agency Legal	0	0	0	0.00%	0.00
	Other - Local GA Counsel	0	0	0	0.00%	0.00
Agency Fees						
	FHFC Application Fee	13,500	135	0	0.08%	0.19
	FHFC Pre-Compliance	1,000	10	0	0.01%	0.01
	FHFC Compliance Monitoring	125,000	1,250	0	0.71%	1.73
	FHFC Admin Fee 9%	52,200	522	0	0.30%	0.72
	FHFC Credit UW Fee	22,292	223	22,292	0.13%	0.31
Reserves						
	Reserves - ODR	200,000	2,000	0	1.14%	2.76
	Reserves - Replacement Reserve	0	0	0	0.00%	0.00
TOTAL GENERAL DEVELOPMENT COSTS		1,433,192	14,332	896,492	8.19%	19.80
ACQUISITION COSTS						
	Building Acquisition (Enter Full Price)	8,000,000	80,000	7,265,000	45.70%	110.53
	Brokerage Fee	0	0	0	0.00%	0.00
	Land Value - New Construction	0	0	0	0.00%	0.00
	Land Value - Acquisition/Rehab	735,000	0	0		
	Other	0	0	0	0.00%	0.00
TOTAL ACQUISITION COSTS		8,000,000	80,000	7,265,000	45.70%	110.53
DEVELOPER FEE						
	Developer Fee 18%	1,219,805	12,198	1,219,805	6.97%	16.85
	Developer Fee - Ao 18%	1,307,700	13,077	1,307,700	7.47%	18.07
	Consulting Fee	0	0	0	0.00%	0.00
	Other	0	0	0	0.00%	0.00
TOTAL DEVELOPMENT FEE		2,527,505	25,275	2,527,505	14.44%	34.92
TOTAL DEVELOPMENT COSTS		\$17,504,197	\$175,042	\$15,878,997	100.00%	\$241.85

ii) Rent Comparison

Unit Type	Current Rents	Proposed Post Rehab Rents	Market Rents
1 BR	\$694	\$980	\$1,100
2 BR	\$826	\$1,070	\$1,250
3 BR	\$1,105	\$1,265	\$1,380

iii) Relocation Plan

Timuquana Park Apartments

TENANT TEMPORARY RELOCATION PLAN

Background

Southport Development, Inc (the “Developer”) is a highly experienced owner of affordable housing communities throughout the nation (see Resume and active Project List, attached as Exhibit A). Timuquana Affordable LLC (the “Owner”) will apply for an allocation of 4% Low-Income Housing Tax Credits by Florida Housing Finance Corporation and Bonds to acquire and substantially rehabilitate Timuquana Park Apartments, a 100-unit project based Section 8 community (the “Property”) located at 5615 Seaboard Avenue, Jacksonville, FL.

Construction Contract; Scope of Rehabilitation Work; Project Management; Temporary Relocation Management

The Owner will execute a construction contract with Vaughn Bay Construction, Inc. (the “Contractor”), which is highly experienced with rehabilitation construction, including Section 8 projects. The Developer intends to invest over \$40,000 per unit in total construction costs totaling more than \$4 million in order to replace 100% of the systems at the Property, as well as substantially upgrade the Project amenities and security as described below. The construction work will be secured by a 100% Payment and Performance Bond.

The proposed construction scope will address and rectify all issues identified in the Property’s PCA inspections as well renovate the Property so it can be preserved as affordable housing for the long term. The work in the individual units will include a full kitchen remodel including replacing refrigerators, ranges, and dishwashers, installing new low flow plumbing fixtures, Energy Star light fixtures, cabinets and countertops, flooring and painting, new Energy Star HVAC systems, and entry doors.

The bathrooms also will be refurbished extensively with new plumbing fixtures, plumbing trim, and wall hung sinks. The bedroom remodel will include new doors, flooring and light fixtures. All of the windows in the units will be replaced with new energy efficient models, in addition to electrical updates and other repairs.

The exterior plans also include replacing all roofs, installing new gutters, siding, painting, additional and upgraded lighting, and new landscaping. A full scope of work is attached as Exhibit B.

The Property will be managed by Cambridge Management, Inc., (“CMI”), a highly experienced manager of affordable housing and Section 8 communities.

The Contractor and the Owner will employ a Temporary Relocation Manager, a position which will have as its primary responsibility keeping the schedule of the work, giving tenants at least 30 days’ notice in the form required by HUD, described below, with timely updates of the planned move-out dates to the Hospitality Housing Units for the Contractor to commence its rehabilitation work on each tenant’s unit as described below.

Proposed Relocation Plan; Transition Housing

Despite all attempts to minimize the relocation and inconvenience to the tenants during the rehabilitation of the Property, some temporary relocation will be necessary. In an effort to minimize disruption to the tenants, the Temporary Relocation Manager and the Contractor will coordinate the rehabilitation of dwelling units so that eight units will be under construction at any given time. The unit construction schedule required to complete each unit is 30 work days broken down as follows:

Timuquana Park Apartments Schedule of Work per Unit	
Move Day	1
Demo Day	2
Electric/Plumbing/HVAC	4
Dry Wall/Paint	4
Flooring	3
Cabinet/Vanity/Domestic Hot Water	4
Appliances	3
Elect/Plum Trim	4
Cleaning	2
Move-in	1
Contingency Days	2
Total Days	30

The Property is comprised of 18 residential buildings. The Property as a whole has the following unit types and percentage break down:

Timuquana Park Apartments Unit Counts		
BR Type	Total	Percent
1 BR	28	26%
2 BR	56	56%
3 BR	16	16%
Total	100	100.00%

A copy of the example Schedule for the Building by Building Construction is attached hereto as Exhibit C.

Temporary Relocation Manager; Relocation Principals; Tenants Relocated to Equivalent Units

The Owner and Contractor agree to conduct its relocation plan according to the general requirements and principals set forth in the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended ("URA") as follows:

- a) All costs of moving, all other reasonable out of pocket costs related to a tenant's relocation costs and all utility costs during a temporary relocation will be paid by the Owner;
- b) Tenants will be provided with daily access during business hours to an adviser, the Temporary Relocation Manager. The Owner, working with the Temporary Relocation Manager where appropriate will:
 - i). Provide notice of the date and approximate duration of the temporary relocation;
 - ii). Provide notice of the location of the Hospitality Housing Unit and explain that the units must meet HUD standards of decent, safe and sanitary housing;
 - iii). Provide notice of the terms and conditions upon which the tenant will re-occupy its original unit upon its completion (to the extent the tenant is allowed to re-occupy the unit pursuant to HUD regulations and requirements) which unit must meet the HUD standard of decent, safe and sanitary housing;

- iv). Assist the tenant to calculate and make a claim for reimbursement of out-of-pocket expenses; and
- v). Assist in processing any grievances and keeping appropriate records.

Written and oral communications with tenants, including counseling services, will be in English or to the extent reasonable and possible, in the tenant's native language other English.

Transition Housing Units Up to 10 Units – 12 Months

During the first 30 days after acquisition of the Property (the "Initial Construction Period"), the Contractor will start work by rehabilitating the 10 "On-Site Transition Housing Units" into newly rehabilitated units. These 10 units will be referred to herein as On-Site Transition Housing Units. Construction is expected to take approximately 12 months. The costs of all internet, utility usage and utility hook ups for the On-Site Transition Housing Units, and any additional, related out-of-pocket expenses will be paid by the Owner. The Owner will work with HUD and the Section 8 Contract Administrator to ensure that these moves are handled in accordance with HUD policies and procedures.

The Owner will enter into temporary lease agreements for up to 10 units off site (the "Off-Site Transition Housing Units"), all 10 units will be inspected by CMI prior to moving the temporarily relocated residents to ensure they meet all Health and Safety requirements in accordance with HUD and UPCS standards. The costs of all internet, utility usage and utility hook ups for the Off-Site Transition Housing Units and any additional related out-of-pocket expenses will be paid by the Owner. The Owner will work with HUD and the Section 8 Contract Administrator to ensure that these moves are handled in accordance with HUD policies and procedures. Also, all 10 units will also be subject to inspection throughout the temporary lease terms.

The On-Site Transition Housing Unit tenants will be moved as transfer tenants to the Off-Site Transition Housing Units for the duration of the construction (approximately 12 months) or until additional vacancies open on-site. The costs of all internet, utility usage and utility hook ups for the Off-Site Transition Housing Units and any additional related out-of-pocket expenses are being paid by the Owner. The Owner will work with HUD and the Section 8 Contract Administrator to ensure that these moves are handled in accordance with HUD policies and procedures.

The On-Site Transition Housing Units will be occupied by tenants for the period while their units are being renovated. After each 30 day unit turn, residents will return to their newly renovated units and the On-Site Transition Housing Units will be made rent ready for the next group of tenants. After all units on the property have been renovated, the On-Site Transition Housing Units will be freshly turned and cleaned, and the Off-Site Tenants will return. All internet and electric bill and other utility bills for the On-Site Transition Housing Units will be paid by the Contractor or Owner and upon the move-out of each group of tenants from the Transition Housing Units, a full cleaning of the units will be completed, inspected and approved by the Temporary Relocation Manager before the next group of tenants moves in, to assure that the HUD standard of decent, safe and sanitary housing is maintained.

All moving by the tenants will be performed by licensed and insured movers hired by the Contractor and coordinated by the Temporary Relocation Manager to temporarily move all of the tenant's belongings into the On-Site Transition Housing Units while the tenant's units are being renovated. When each section of rehabilitated units is completed in the 30 day construction period, the move will be reversed moving the tenants back into their respective original units.

Post-closing Tenant Meeting

After closing of the purchase, the Owner will conduct one meeting with the existing tenants at the site community room on a weekday (i.e. Monday – Thursday). The agenda for these meetings will be to:

1. Emphasize that no tenant will be asked to relocate from their existing unit on a permanent basis; no tenants will be permanently displaced or required to leave the Property due to the construction work;
2. Introduce the Temporary Relocation Manager who will go over in detail the rights duties and responsibilities of the Owner, Management, Contractor and tenants during the construction process;
3. Explain in detail the estimated timing and the proposed Scope of Work for the Property exterior and the units;
4. Explain the proposed Temporary Hospitality Units and Moving Procedure Plan; and
5. Estimate the timing for the commencing the construction; and
6. Explain that no action for tenant relocation will be taken without formal notice upon at least 30 days' notice to tenants.

Reasonable Accommodation Request

The owners and the managing agent of this project do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted projects, programs and activities. Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more “major life activities”, has a record of such an impairment, or is regarded as having such an impairment.

In federally assisted housing, a tenant or applicant for housing makes a reasonable accommodation request whenever he or she makes it clear to the housing provider that a request is being made for an exception, change or adjustment to a rule, policy, practice, service or physical structure because of his or her disability.

Requests for accommodations or modifications should be made in writing if possible or presented verbally to management. Tenants will be provided with a copy of the Management Company's Reasonable Accommodation Policy. Attached as Exhibit G.

Post-closing Tenant Notices

All Tenant Notices will be delivered on behalf of the Owner in person or sent by certified mail as required by HUD regulations.

Notice of Non-displacement

The Owner will deliver a Notice of Non-displacement to all tenants in the form attached hereto as Exhibit D immediately following the Initiation of Negotiations date pursuant to the Uniform Relocation Act.

Notice of Temporary Relocation to Tenants Moving to Temporary Hospitality Units for Up to 30 Days

At least 30 days prior to the projected moving date, the Owner will provide tenants who will be relocated to the Transition Housing Units, a Notice of Temporary Relocation to Transition Housing Unit in the form attached hereto as Exhibit E.

Move-In Notice.

The tenants moving into the Property will be given a Move-in Notice in the form attached hereto as Exhibit F.

iv) Income Levels of Current Residents

Development Name:**Timuqana Park Apartments**

100Count:Duval

Preparer:**Kathryn Tarrant**

REPORTING PERIOD:
From:1/1/2020Through:1/31/2020

Key Number:**1426**

Date Prepared:**2/14/2020**

Preparer's E-mail:**compliance3@cwiweb.net**

Preparer's Telephone:**(904) 239-2717**

Ext.:

1	2	3	4	5										8	9	10	11	12	13		14		16	17				
				a		b		c		d		e							Total Household Income From All Sources	Income Limit	HOME Rent Type	Rent Amt Category			No. of Bedrms in Unit	Dollar Amount of Monthly Housing Paid Rent Rent Assistance	Tenants or Project Based Assist	Utility Allow
				a	b	c	d	e	f																			
										Most Recent FHVC Income Certification		Are ALL Occupants Full-time Students?																
Building Designation or Federal BIN	Unit Identification	Household Name or Move-Out Date	Move-In Date	Most Recent Rent Due Date	Effective Date	Type	Attached (Y)	Are ALL Occupants (Y or N)	Explanation (# or N/A)	Total	With Income	By Age				Total Household Income From All Sources	Income Limit	HOME Rent Type	Rent Amt Category	No. of Bedrms in Unit	Dollar Amount of Monthly Housing Paid Rent Rent Assistance	Tenants or Project Based Assist	Utility Allow	Total Tenant Pay	Rent Limit			
												6-17	18-64	65+	62+													
FL-0451501	001	PORTER	2/1/2006	2/1/2020	2/1/2019	AR		N	N/A	1	1			1	10671.00	29,400	60		60	1	205	475.00	Project base	62	267.00	787		
FL-0451501	002	NELSON	4/20/2019	4/1/2020	4/20/2019	IC		N	N/A	1	1			1	24884.34	29,400	60		60	1	543	138.00	Project base	62	604.00	787		
FL-0451501	003	MICLOUD	9/3/2005	9/1/2020	9/1/2019	AR		N	N/A	2	1			1	15165.70	35,280	60		60	2	274	552.00	Project base	95	369.00	993		
FL-0451501	004	JONES	1/13/2008	1/1/2020	1/1/2019	AR		N	N/A	2	1			2	16465.15	35,280	60		60	2	317	509.00	Project base	95	412.00	993		
FL-0451501	005	GREEN	11/1/2007	1/1/2020	1/1/2019	AR		N	N/A	1	1			1	9620.21	30,900	60		60	2	136	690.00	Project base	95	231.00	993		
FL-0451501	006	FRANKLIN	5/16/2003	5/1/2020	5/1/2019	AR		N	N/A	1	1			1	19155.00	29,400	60		60	2	378	432.00	Project base	91	469.00	945		
FL-0451502	007	GARCIA	8/9/2019	8/1/2020	8/1/2019	IC		N	N/A	4	1	3	1		8655.00	44,100	60		60	2	220	590.00	Project base	91	311.00	993		
FL-0451502	008	MITCHELL	3/1/2016	3/1/2020	3/1/2019	AR		N	N/A	2	1	1	1		16005.12	33,600	60		60	2	297	513.00	Project base	91	388.00	945		
FL-0451502	009	HARTLEY	1/12/2013	1/1/2021	1/1/2020	AR		N	N/A	4	1	3	1		17622.02	44,100	60		60	2	310	516.00	Project base	95	405.00	993		
FL-0451502	010	DOWN	3/2/2013	3/1/2020	3/1/2019	AR		N	N/A	2	2		2		16066.00	33,600	60		60	2	310	500.00	Project base	91	401.00	945		
FL-0451502	011	ITALWORTH	5/1/2007	5/1/2020	5/1/2019	AR		N	N/A	1	1			1	15861.05	29,400	60		60	1	335	345.00	Project base	62	397.00	787		
FL-0451502	012	KING	4/1/2016	4/1/2020	4/1/2019	AR		N	N/A	1	1			1	17390.00	29,400	60		60	1	370	310.00	Project base	62	432.00	787		
FL-0451503	013	LINT	5/31/2019	5/1/2020	5/31/2019	IC		N	N/A	3	1	2	1		9030.60	37,800	60		60	3	88	907.00	Project base	114	202.00	1090		
FL-0451503	014	MCLAURN	6/29/2018	6/1/2020	6/1/2019	AR		N	N/A	3	1	2	1		1200.00	39,720	60		60	3	(81)	1,076.00	Project base	114	33.00	1146		
FL-0451503	015	ROBINSON	3/8/1996	3/1/2020	3/1/2019	AR		N	N/A	2	2	2	1	1	16765.00	33,600	60		60	3	347	648.00	Project base	114	461.00	1090		
FL-0451503	016	BAIRD	2/8/2018	2/1/2020	2/1/2019	AR		N	N/A	4	1	3	1		1200.00	41,940	60		60	3	(89)	1,084.00	Project base	114	25.00	1090		
FL-0451504	017	WILSON	6/13/2002	6/1/2020	6/1/2019	AR		N	N/A	1	1			1	24930.50	30,900	60		60	1	538	142.00	Project base	62	600.00	827		
FL-0451504	018	JONES	8/1/1997	8/1/2020	8/1/2019	AR		N	N/A	1	1			1	10416.25	30,900	60		60	1	197	497.00	Project base	63	260.00	827		
FL-0451504	019	HATCHER	4/7/2015	4/1/2020	4/1/2019	AR		N	N/A	2	1	1	1		14660.00	33,600	60		60	2	261	549.00	Project base	91	352.00	945		
FL-0451504	020	FRANKLIN	1/6/2017	1/1/2021	1/1/2020	AR		N	N/A	2	1	1	1		15860.00	35,280	60		60	2	37	789.00	Project base	95	132.00	993		
FL-0451504	021	WILCOX	7/27/2018	7/1/2020	7/1/2019	AR		N	N/A	3	1	2	1		4660.00	39,720	60		60	2	(30)	846.00	Project base	91	55.00	993		
FL-0451504	022	EL AMIN	1/10/2020	1/1/2021	1/10/2020	IC	Y	N	N/A	2	1	1	1		15860.00	35,280	60		60	2	37	789.00	Project base	95	132.00	993		
FL-0451505	023	WALL	4/26/2019	4/1/2020	4/26/2019	IC		N	N/A	5	1	4	1		2400.00	45,300	60		60	3	(89)	1,084.00	Project base	114	25.00	1090		
FL-0451505	024	PANTOJA	8/14/2007	8/1/2020	8/1/2019	AR		N	N/A	2	1		1	1	1800.00	35,280	60		60	3	(100)	1,115.00	Project base	135	35.00	1146		
FL-0451505	025	DARBY	4/11/2019	4/1/2020	4/11/2019	IC		N	N/A	6	1	5	1		1800.00	48,600	60		60	3	(89)	1,084.00	Project base	114	25.00	1090		
FL-0451505	026	MCDIADE	3/17/2005	3/1/2020	3/1/2019	AR		N	N/A	1	1			1	9672.00	29,400	60		60	3	128	867.00	Project base	114	242.00	1090		
FL-0451506	027	MOLINA	7/2/2001	7/1/2020	7/1/2019	AR		N	N/A	1	1			1	11844.00	30,900	60		60	1	224	456.00	Project base	62	286.00	827		
FL-0451506	028	EWING	5/13/2016	5/1/2020	5/1/2019	AR		N	N/A	2	1	1	1		1200.00	33,600	60		60	1	(37)	717.00	Project base	62	25.00	787		
FL-0451506	029	WILLIAMS	7/30/2004	7/1/2020	7/1/2019	AR		N	N/A	1	1			1	9492.16	30,900	60		60	2	136	674.00	Project base	91	227.00	993		
FL-0451506	030	BRYANT	9/22/2017	9/1/2020	9/1/2019	AR		N	N/A	2	1	1	1		1908.16	35,280	60		60	2	(39)	885.00	Project base	95	36.00	993		
FL-0451506	031	CAMPOS	8/19/2003	2/1/2020	2/1/2019	AR		N	N/A	2	1		2		18200.00	33,600	60		60	2	354	456.00	Project base	91	445.00	945		
FL-0451506	032	NORRIS	4/2/2018	4/1/2020	4/1/2019	AR		N	N/A	2	1		2		9352.00	33,600	60		60	2	148	670.00	Project base	91	231.00	945		
FL-0451507	033	DANIELS	6/26/2009	6/1/2020	6/1/2019	AR		N	N/A	4	1	3	1		1200.00	44,100	60		60	2	(66)	876.00	Project base	91	25.00	993		
FL-0451507	034	ROBINSON	1/3/2020	1/1/2021	1/3/2020	IC		N	N/A	3	2	2	1		12665.69	39,720	60		60	2	226	600.00	Project base	95	321.00	993		
FL-0451507	035	BRUTER	8/9/2019	8/1/2020	8/1/2019	IC		N	N/A	2	1	1	1		18724.32	35,280	60		60	2	280	530.00	Project base	91	371.00	993		
FL-0451507	036	CRAIG	5/3/2001	5/1/2020	5/1/2019	AR		N	N/A	1	1			1	21517.82	29,400	60		60	2	447	363.00	Project base	91	538.00	945		
FL-0451507	037	MELENDEZ	3/28/2018	3/1/2020	3/1/2019	AR		N	N/A	1	1			1	12300.00	29,400	60		60	1	208	472.00	Project base	62	270.00	787		
FL-0451507	038	JONES	12/14/2016	12/1/2020	12/1/2019	AR		N	N/A	1	1			1	13571.97	30,900	60		60	1	266	428.00	Project base	63	329.00	827		
FL-0451508	039	WASHINGTON	2/9/2018	2/1/2020	2/1/2019	AR		N	N/A	2	1	1	1		8892.00	33,600	60		60	2	113	697.00	Project base	91	204.00	945		
FL-0451508	040	SMITH	3/8/2014	3/1/2020	3/1/2019	AR		N	N/A	3	1	2	1		3600.00	37,800	60		60	2	(25)	835.00	Project base	91	66.00	945		
FL-0451508	041	WILLIAMS	7/2/2018	7/1/2020	7/1/2019	AR		N	N/A	2	2		1	1	20026.80	35,280	60		60	2	399	411.00	Project base	91	490.00	993		
FL-0451508	042	BOYD	12/6/2007	12/1/2020	12/1/2019	AR		N	N/A	1	1			1	9389.79	30,900	60		60	2	108	720.00	Project base	95	201.00	993		
FL-0451508	043	RAMOS-OSORIO	6/26/2019	6/1/2020	6/26/2019	IC		N	N/A	1	1			1	960.00	30,900	60		60	1	(37)	717.00	Project base	62	25.00	827		
FL-0451508	044	FRANCINETTI	12/4/2007	12/1/2020	12/1/2019	AR		N	N/A	1	1			1	9641.39	30,900	60		60	1	168	526.00	Project base	63	231.00	827		
FL-0451509	045	GLADDEN	4/25/2011	4/1/2020	4/1/2019	AR		N	N/A	4	1	3	1		2400.00	41,940	60		60	2	(66)	876.00	Project base	91	25.00	945		
FL-0451509	046	OWENS	8/1/2014	8/1/2020	8/1/2019	AR		N	N/A	2	1	1	1		2400.00	35,280	60		60	2	(43)	853.00	Project base	91	48.00	945		
FL-0451509	047	BENITEZ VALLE	7/31/2012	7/1/2020	7/1/2019	AR		N	N/A	1	1			1	9492.00	30,900	60		60	2	113	697.00	Project base	91	204.00	993		
FL-0451509	048	GRACIA	10/5/2007	10/1/2019	10/1/2018	AR		N	N/A	2	1		1	1	2400.00	33,600	60		60	2	(31)	841.00	Project base	91	60.00	945		
FL-0451509	049	ANDREWIS	6/12/2009	6/1/2020	6/1/2019	AR		N	N/A	1	1			1	9292.00	30,900	60		60	1	198	521.00	Project base	62	221.00	827		
FL-0451509	050	BOLES	8/16/2012	8/1/2020	8/1/2019	AR		N	N/A	1	1			1	9312.00	30,900	60		60	1	161	519.00	Project base	62	223.00	827		
FL-0451510	051	MIRANDA	11/17/2006	11/1/2020	11/1/2019	AR		N	N/A	2	2			2	17416.09	35,280	60		60	2	333	493.00	Project base	95	428.00	993		
FL-0451510	052	FULLMORE	2/10/2016	2/1/2020	2/1/																							

v) Physical Needs Assessment



MORAN CONSTRUCTION CONSULTANTS, L.L.C.

PROPERTY CONDITION ASSESSMENT REPORT

#20037-00

**SP TIMUQUANA, LP
REHABILITATION TO "TIMUQUANA PARK APARTMENTS"
5615 SEABOARD AVENUE
JACKSONVILLE, DUVAL COUNTY, FLORIDA 32244**

FOR

**CHRISTOPHER C. CRUMP
SENIOR VICE PRESIDENT
JONES LANG LASALLE MULTIFAMILY, LLC
625 W. COLLEGE STREET
GRAPEVINE, TX 76051**

FEBRUARY 29, 2020



PREPARED BY: NICK FRUGE
GLENDON STEADY

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This report and all contents and attachments are for the sole use of Jones Lang LaSalle Multifamily, LLC. Distribution to and/or use by other parties is prohibited without the prior written consent of Moran Construction Consultants, LLC.

1 – INTRODUCTION

Moran Construction Consultants (MCC) has been retained by Jones Lang LaSalle Multifamily, LLC to provide Professional Services to complete a Capital Needs Assessment (CNA) in the Freddie Mac format for the “Timuquana Park Apartments” (Property) rehabilitation project in Jacksonville, Florida.

Moran Construction Consultants has served lenders, investors, appraisers, contractors, developers, government entities, and property owners since 1982. MCC maintains exceptional relationships with over 300 Clients; we have completed over 5,000 Projects with a combined volume in excess of \$50,000,000,000.

MCC has accepted the engagement for services with Jones Lang LaSalle Multifamily, LLC with full disclosure that MCC is not affiliated with the Investor/Borrower, the Seller/Servicer, a buyer or seller of the proposed Property, or engaged in any business that might present a conflict of interest. MCC is not engaged and will not perform any repair or remedial work specified in the Property Condition Report – or, the Owner’s planned Scope of Work.

MCC has provided the Investor, Seller/Servicer with an original Certificate of Insurance (COI); see copy within Exhibit K of this report. The COI affirms that MCC (at its own expense) is covered by insurance meeting the requirements of Freddie Mac (Section 31.26), as outlined below:

- | | |
|--------------------------------------|---|
| ✓ Commercial General Liability (CGL) | Minimum \$1,000,000 per occurrence; \$2,000,000 aggregate; deductible is less than \$35,000 |
| ✓ Professional Liability | Minimum \$1,000,000 per occurrence |
| ✓ Workers Compensation | Statutory |
| ✓ Auto Liability | \$1,000,000 per accident |

2 – PURPOSE OF REPORT

The purpose of this report is to assess and document the following:

- Major Building components and their condition
- Identify all deferred maintenance that is currently affecting building components or will negatively impact building components in the future
- Identify Critical and Priority Repairs needed (if any) and provide cost estimates for those items
- Identify Operational Repairs to be addressed by the Borrower prior to the first annual inspection
- Identify the capital needs over the term of the Mortgage and establish the appropriate amount of Replacement Reserves
- Identify any current or past water intrusion, potentially damaging leaks or organic growth issues (Mold) and identify the source(s) of all water and Mold.
- Identify problematic materials, equipment or systems as defined in Section 14.5(c)
- Identify all readily observable issues related to non-compliance with applicable codes, including handicapped accessibility requirements, and all issues that could negatively affect the health and safety of the tenants

A pre-inspection questionnaire was completed by the property owner, as documented by Exhibit “C”. Outstanding documentation at the time of our report includes the following:

1. Current Certificate of Occupancy
2. Roof & Equipment Warranties
3. Building Components Repaired / Replaced (last 12 months)
4. Fire Inspection Report
5. ADA Survey

****Note - The absence of the documentation listed above does not change or alter the overall conclusions stated within the body of this report.***

A site inspection was completed to conduct the requested Capital Needs Assessment on Thursday, February 13, 2020, starting at 10:00am. Present during the inspection were the following:

Jordan Nelson
Rich Warren, PE
April Thibault
Edwin Celusma
Glendon Steady, Property Condition Consultant
Nick Fruge, Property Condition Consultant

Southport Financial Services, Inc.
Consulting Solutions, Inc.
Cambridge Management, Inc.
Cambridge Management, Inc.
Moran Construction Consultants, LLC
Moran Construction Consultants, LLC

The Buildings' interior, exterior, systems and property site were inspected. Photographs are provided herein to document existing property conditions at the time of inspection. The findings contained in this report are based on the following:

1. Conditions visually observed at the time of our site visit
2. Pre-inspection documentation as provided
3. Phase I Environmental Site Assessment, dated 2/20/20
4. Interviews with (a) Owner, (b) Property Manager, (c) Municipality, (d) Residents, (e) Maintenance Manager.



3 – PROPERTY LOCATION AND DESCRIPTION

Property Address:	5615 Seaboard Avenue, Jacksonville, Duval County, Florida 32244
Property Owner/Owner's Representative:	Contact: Jordan Nelson Phone: 818.288.6988 Email: jnelson@sphome.com
Property Manager (Site Contact):	Contact: April Thibault Phone: 253.534.7200 Email: N/A
Maintenance Manager:	Contact: Edwin Celusma Phone: 253.534.7200 Email: N/A
Total Land Area (SF/Acreage):	+/- 9.68 acres
Total Building Area:	84,256 net rentable square feet (NRSF) 91,500 gross square feet (GSF)
Total Number of Buildings:	(18) apartment buildings and (1) leasing office / community building
Total Number of Units (for each unit type):	(28) – One Bedrooms (56) – Two Bedrooms (16) – Three Bedrooms
Total Regular/Accessible Parking Spaces:	Regular (205-each); No parking spaces appeared to meet full ADA accessibility
Year Property was originally constructed?	1981
Total Number of Current Units:	(100); (100) rented, (0) vacant
Total Number of "Down" units (non-rentable):	(0) as of Rent Roll dated 2/13/20
Renovations Completed:	Yes - 2004
Utility Providers:	Power: Jacksonville Electric Authority (JEA) Water: Jacksonville Electric Authority (JEA) Sewer: Jacksonville Electric Authority (JEA) Gas: Not Applicable Phone/Data: Unknown Trash: Advanced Disposal

4 – SITE OBSERVATIONS / NARRATIVE

SEE ATTACHED OBSERVATION MATRIX



4 - SITE OBSERVATIONS/ NARRATIVE

This report provides a narrative of our on-site and physical observation of the existing conditions, at the time of our inspection. We have also included information gathered from certain sources (as identified in section (2) above, as well as, our 1st hand communications with Residents.

- Excellent: Like new and requires continued operational and preventive maintenance, in accordance with manufacturer recommendations.
- Good: Average to above average condition, considering the age of the observed building component; other than operational or preventive maintenance, minimal work is recommended.
- Fair: Average condition for the building or building component, primarily due to normal aging and wear; some work is required or recommended to return the system to good condition.
- Poor: Below average condition; significant repair work or entire replacement is anticipated.

The Recommendation Section generally aligns with the Enhancements that are (a) expected to be completed by the Borrower or, (b) recommended to be completed by the Borrower. The Repair Categories have been limited to the four (4) categories noted on Form 1105; more specifically:

- Critical Repairs (CR): Repairs and replacements that significantly impact habitability, value, income or marketability and that must be corrected before Freddie Mac will proceed with the transaction.
- PR-90 Repairs (PR-90): PR-90 Repairs must be targeted for completion within 90 days after the Origination Date; all other Priority Repairs must be targeted for completion within 180 days after the Origination Date. Priority Repairs requiring longer than 180 days for completion will be considered on a case-by-case basis and must be completed within 12 months after the Origination Date
- Priority Repairs (PR): Repairs and replacements that are significant and must be addressed as soon as possible. Priority Repairs consist of all Life Safety Hazards; Violates of federal, state or local laws; material deficiencies; significant deferred maintenance.
- Operational Repairs (OR): Repairs and replacements that consist of Minor Deficiencies and Minor Deferred Maintenance and Handicap Accessibility Enhancements that are expected to be completed by the Borrower as part of a repairs and maintenance budget and that are typically not resolved by Routine

Included in RS: Indicates that repairs, replacements and / or upgrades related to the item are scheduled to be included in the Rehabilitation Scope of Work.

1. CONDITION OF MAJOR BUILDING COMPONENTS / SYSTEMS			APPENDIX A		
#	System / Component	Observation(s)	Recommendation(s)	Rating	Action
1	SITE CONDITIONS:				
2	Site Configuration and Size	The +/-9.68 acre site is bound by Seaboard Avenue to the West and Timuquana Road to the North.	Maintain existing. City of Jacksonville to maintain public sidewalks and roads.	2-GOOD	--
3	Topography	The site is relatively flat with a +/- 2 foot change in elevation across the property.	Maintain existing. Ensure grading at building perimeters provides positive drainage away from building foundations. Hydro-seed or sod areas disturbed during construction.	2-GOOD	--



4	Site Access	One (1) vehicular access drive, off of Seaboard Avenue, serves the property. No access control is in place.	Maintain existing.	3-FAIR	OR
5	Vehicular Paving	Paving and parking were observed to be asphalt and were noted in fair condition. Minimal cracking and spalling were noted at some locations. Accessible parking was noted near the leasing office and near some apartment buildings; however, did not appear to meet all current accessibility requirements.	Patch and repair asphalt paving as required. Crackfill and reseal all paved surfaces. Install proper parking spaces, striping and signage. Ensure proper grades are in place at locations of accessible parking. ADA striping and signage are to be provided as required.	3-FAIR	OR
6	Curbs	Curbs were observed to be concrete and were noted in fair condition. Minimal cracking and spalling were noted at some locations.	RS includes removal and replacement of existing concrete curbs as needed. Paint all curbing where required.	3-FAIR	OR
7	FLATWORK AND VERTICAL ACCESS:				
8	Sidewalks	Site walks and access from parking to buildings were observed to be 3' to 4' wide and appeared to be constructed of 4" normal weight concrete. Minimal cracking and differential settlement were noted at some locations.	Repair and replace broken / cracking sidewalks. Provide ADA accessible paths were required (all ADA units, site amenities and common areas). Drop curbs and detectable surfaces are to be utilized for access to walks.	3-FAIR	OR
9	Plazas, Decks and Patios	Front patios were observed flush with adjacent sidewalks and were noted to be approximately 4" thick normal weight concrete. Concrete patios were observed in fair condition with minimal cracking or damage. Proper ADA access did not appear to be in place at most units observed.	Maintain existing systems. Provide proper ADA access as required (accessible paths to all ADA units). Included in RS.	3-FAIR	OR
10	Ramps and Stairs	Concrete ramps were observed at select areas of existing ADA parking. Ramps did not appear to be fully accessible. No accessibility survey was provided for review.	Modify / retrofit existing concrete ramps to meet full accessibility requirements and ensure accessible routes are provided to each ADA dwelling unit, site amenity and common area.	3-FAIR	OR
11	ELECTRICAL SERVICE / SERVICE EQUIPMENT:				
12	Electrical Power	Transformers were noted to be pad mounted at existing grade. Transformers appeared to be adequately positioned across the site with adequate access for the power company. Service is provided into each building via underground raceways. Transformers and service are owned and maintained by the service provider.	Power Company to maintain existing systems.	3-FAIR	--
13	DOMESTIC WATER:				
14	Municipal System	Water main is located at the West boundary of the site along Seaboard Road. Primary water service is provided to each of the (19) buildings on site. A single backflow preventor was observed at the front of the property and appeared in fair condition. It was noted that the valves were not fitted with a locking device; and therefore, not tamper-proof.	City to maintain existing system. We recommend a chain and lock be placed on the valves to protect from tampering.	3-FAIR	--
15	On-site Well	Not applicable		--	--



16	SANITARY SEWER:				
17	Municipal System	The system is concealed; however, the City of Jacksonville is responsible to maintain. No issues with leaks and blockages were reported at the time of our inspection.	City to maintain existing municipal system. We recommend cleaning and scoping of existing sanitary system and repair / replacement of sewer lines as needed.	3-FAIR	OR
18	Private Treatment Plant	Not applicable		--	--
19	On-site Septic System	Not applicable		--	--
20	SITE DRAINAGE:				
21	Grading and Swales	Site is graded for rain water to surface drain offsite or to a small detention area at the Northeast corner of the site. Site grading was noted to be in fair condition with no standing water observed at the time of inspection. Concrete swales were noted near hardscapes throughout the site and appeared in fair condition.	Ensure grading at building perimeters provides positive drainage away from building foundations. Regrade, hydro-seed and / or sod areas disturbed during construction.	3-FAIR	OR
22	Curbs and Inlets	Not applicable		--	--
23	Storm Water Piping	All water on site surface drains to either the small detention area at the Northeast corner of the site or to the municipal system along the site perimeter.	Maintain existing system.	3-FAIR	--
24	On-Site Detention / Retention Facilities	A small detention area was noted at the Northeast corner of the property.	Maintain existing.	3-FAIR	--
25	SITE GENERAL:				
26	Landscaping & Irrigation	Existing landscaping includes grass with low lying shrubs and trees at building perimeters. Landscaping was generally observed in fair condition; however, some trees were noted with roots growing beneath the foundations of Building M. No irrigation appeared to be in place at the time of inspection.	RS includes landscaping upgrades to meet all Florida Yards and Neighborhoods Certification requirements. We recommend removal of existing trees noted growing at or near building foundations.	3-FAIR	OR
27	Erosion Control	No areas of erosion or washout were noted during our inspection.	Maintain existing systems. Regrade, hydro-seed and / or sod any areas disturbed during construction.	3-FAIR	OR
28	Accessibility - Guardrails	Not applicable. No site rails were observed during our site inspection.		--	--
29	Site Lighting	Pole mounted lighting was observed at select locations throughout the site. Site lighting appeared to consist primarily of metal-halide and fluorescent-type fixtures, mounted to metal light poles. We were unable to determine if site lighting was adequate, as our inspection was conducted during daylight hours.	RS includes installation of LED wall-packs and daylight sensors at all building exteriors for proper site security.	3-FAIR	OR



30	Site Security Features	Not applicable		--	--
31	Intercom System	Not applicable		--	--
32	Video Surveillance	Not applicable		--	--
33	Access Control Hardware	No site access control was observed.		--	--
34	Card Key/Key Fob Access Control	Not applicable		--	--
35	Fencing	Existing 5' chain link fencing was observed along the Northern boundary of the site. The fencing was observed to be in fair condition. Wood fencing was noted along with Eastern boundary of the site and was observed in fair to poor condition. A combination of wood and chain link fencing was noted at the Southern boundary of the site; however, this fencing was reportedly owned by the neighboring property.	Maintain existing. Determine ownership of subject fencing. Replace wood fencing at the Eastern boundary of the site.	3-FAIR	OR
36	Retaining Walls	Not applicable		--	--
37	Accessibility - Site Signage	ADA signage and pavement striping were observed at primary public parking (near Leasing Office) as well as at some tenant parking areas. Paving and signage at designated accessible parking did not appear to meet all current accessibility requirements.	Provide ADA and accessible signage and striping as required at locations of designated ADA parking. Included in the RS.	3-FAIR	OR
38	Refuse Containment	Multiple dumpster enclosures were noted across the property and appeared to include appropriate heavy duty concrete pads. Trash enclosures consisted of 6' wood fencing and appeared to be in fair condition. No ADA accessibility was noted.	Repair / replace dumpster enclosures. Provide ADA accessibility as required. Included in the RS.	3-FAIR	OR
39	COMMON / RECREATIONAL AREAS:				
40	Green Space	Open fields and green space appeared to be in good to fair condition, with tree coverage in select locations. Some trees were noted with roots growing beneath foundations of Building M. No areas of ponding water were observed at the time of our inspection; however, some low spots were noted across the site.	Maintain existing systems. Regrade as required to provide positive drainage away from building foundations and hydro-seed and / or sod any areas disturbed during construction. We recommend removal of existing trees as needed to prevent damage / cracking to building foundations.	3-FAIR	OR
41	Mail Kiosk	Mail kiosk was observed adjacent to the Leasing Office. Mail boxes were observed in fair condition and appeared to have been previously replaced. Mail kiosk appeared to be nearing the end of its expected useful life and did not appear to meet all ANSI / ADA requirements.	We recommend installation of new ANSI / ADA compliant mail kiosks as required by code. Proper box heights and USPO standards to be provided.	3-FAIR	OR

42	Other Site Features	An existing playground was observed on the East side of the Leasing Office and was noted in fair condition. Miscellaneous asphalt paving was also noted adjacent to the playground and was reported to formerly serve as a "sport" court.	Existing playground is to be demolished to accommodate installation of new playground equipment, surface and perimeter fencing. Picnic tables and grills will be provided at the area of the former "sport" court." All site amenities and features are to be ADA compliant and include accessible routes. Included in RS.	3-FAIR	OR
43	Accessibility - General	The buildings were designed and constructed prior to the effective date of the American with Disabilities Act (ADA). Based on our understanding of the requirements from governing agencies, accessibility standards (ADA) must be maintained at all public areas, (Office, mail kiosk, recreational facilities) and 5% of dwelling units. None of the (100) existing units appeared to meet current ADA requirements.	Provide accessible routes to all common areas, site features, site amenities and 5% of the dwelling units. Provide modifications to 5% of dwelling units to meet full ADA requirements and 2% of units to meet Audio / Visual requirements. Provide accessible parking / signage as required. Included in RS.	3-FAIR	OR
44	Garages and Carports	Not applicable		--	--
45	BUILDING COMPONENTS:				
46	Foundations	Based on our observation and the geographical location of the property, building foundations appear to include shallow grade-beam foundations and concrete slabs on grade. Our inspection of visible foundation components did not indicate signs of failure, damage, or excessive cracking. Building M was observed with tree roots potentially growing beneath building foundations.	Maintain existing systems. We recommend removal of existing trees as needed to prevent damage / cracking to building foundations.	2-GOOD	OR
47	Load Bearing Masonry or Concrete Walls	Based on our observation and review of original as-built drawings, the building structures appeared to be constructed with conventional wood frames.	Maintain existing. Professional of Record to review existing fire separations. Attic draft stops may be required.	2-GOOD	OR
48	Ceilings	Observed units included gypsum board ceilings and medium density acoustical / popcorn treatment with paint. Ceilings were generally observed in fair condition.	Maintain existing ceiling structure. Patch / repair gypsum board ceilings as needed. At areas where asbestos popcorn treatment is to be disturbed, abatement will be required. RS includes asbestos abatement and re-painting of existing ceilings.	3-FAIR	OR
49	Primary Framing Systems	Primary structural components were not visible during our inspection. Based on our observation and review of original as-built drawings, the building structures appeared to be constructed with conventional wood frames. Structures were observed in fair condition. Select buildings were noted with water damage to roof structures and sheathing, some severe.	Maintain existing systems. Repair / replace areas of damaged roof structures / sheathing as needed.	2-GOOD	OR
50	Floor Finishes	Units observed primarily included vinyl flooring in kitchens and bathrooms with carpet in living rooms and bedrooms. Some unit batrooms were noted with ceramic tile. Flooring was generally observed in fair to poor condition.	RS includes replacement of all existing flooring with vinyl plank in kitchens, living and bedrooms and ceramic tile in bathrooms. Ensure proper floor prep in line with manufacturers specifications.	4-POOR	OR
51	Framed Walls	Observed units had wood framed walls with gypsum sheathing at kitchen / dining, living, bedrooms, closets, mechanical areas and some bathroom wet walls.	Repair drywall where required and repaint. We recommend a light texture finish to hide blemishes and to aide in blending old to new. Drywall patch / repair work is included in the RS as needed.	3-FAIR	OR

52	Stairs, Balconies and Covered Walkways	Not applicable		--	--
53	Roof	All roofing systems observed include asphalt shingles over wood decking on wood trusses. Most roofs were observed in fair condition and nearing their expected useful life, with curling ends and minor shingle damage throughout. Evidence of water damage to roof structures and sheathing was noted at select buildings.	Replace all existing shingled roofing. Utilize 30-year architectural shingles. Proper flashing and underlayments to be installed. Repair / replace damaged roof structures and sheathing as needed. Included in RS.	3-FAIR	OR
54	BUILDING ENVELOPE AND ENCLOSURE ELEMENTS:				
55	Exterior Walls	Exterior walls are constructed of conventional wood framing with a direct applied stucco finish. Walls and stucco finish were generally observed in fair condition. No visible evidence of cracking or settlement were noted during our inspection.	RS includes resealing and repainting of existing stucco veneer as needed.	3-FAIR	OR
56	Veneer	Exterior walls are constructed of conventional wood framing with a direct applied stucco finish. Walls and stucco finish were generally observed in fair condition. No visible evidence of cracking or settlement was noted during our inspection.	RS includes resealing and repainting of existing stucco veneer as needed.	3-FAIR	OR
57	Trim	Buildings primarily include wood soffits and fascia. Some buildings were observed with aluminum fascia. Fascia, soffit and trim were noted to be in fair overall condition. Some soffits were noted with minimal damage and missing sections.	RS includes repair / replacement of all trim components as needed.	3-FAIR	OR
58	EXTERIOR DOORS:				
59	Door Units	Unit entry doors are solid core wood, set in wood frames. Doors were noted in fair condition and nearing / past their expected useful life. Some doors included minimal damage and signs of fading / peeling paint. Storage doors were also observed at the exterior of each unit and were noted in fair to poor condition.	RS includes replacement of all existing unit entry doors with insulated units set in steel frames. Weather stripping and bottom sweeps should be provided for proper sealing. Replace exterior storage door at each unit. Included in RS.	3-FAIR	OR
60	Door Finishes	Exterior doors are painted. Some doors were noted with minimal damage and signs of fading / peeling paint.	RS includes replacement of all existing unit entry doors with insulated units set in steel frames. Weather stripping and bottom sweeps should be provided for proper sealing. Replace exterior storage door at each unit. Included in RS.	3-FAIR	OR
61	Door Hardware	Door hardware at exterior doors was observed to be "knob" / "twist" type. Most hardware was noted to be in fair condition and nearing the end of its expected useful life.	RS includes full replacement of existing hardware. Lever type / ADA compliant hardware will be provided as required at accessible units.	3-FAIR	OR
62	Weather Stripping and Sealants	Existing caulking and joint sealants were noted in fair to poor condition. Cracking and gaps were observed due to the material shrinking over time.	Remove and replace all caulking at perimeter of door frames. Properly clean voids prior to installation of backer rod and re-caulking. Weather stripping and bottom sweeps should be provided at the perimeter of each door for proper sealing.	4-POOR	OR
63	Exterior Door - Substrate	System was concealed at the time of inspection; therefore no observation was made.	When doors are removed, the substrate / blocking should be examined for moisture damage / rot. Replace as required.	--	OR
64	Exterior Doors - Storm	Not applicable. No storm doors were observed on site.		--	--

65	WINDOWS:				
66	Window Units	Beige, vinyl, single-hung windows are provided at all building openings. Windows were generally noted in fair condition and appeared to have been replaced as needed over the years.	RS includes replacement of all existing windows and screens with vinyl, Energy Star, Low-E windows. Proper flashing and sealants to be installed as required.	3-FAIR	OR
67	Window Finishes	Beige, vinyl.	RS includes replacement of all existing windows and screens with vinyl, Energy Star, Low-E windows. Proper flashing and sealants to be installed as required.	3-FAIR	OR
68	Window Hardware	Observed units had standard twist-type lever locks. Units observed were in fair to poor condition. Blinds primarily included vertical vinyl-type and were noted in fair to poor condition.	RS includes replacement of all existing windows and screens with vinyl, Energy Star, Low-E windows. Proper flashing and sealants to be installed as required. New vinyl window treatments to be installed in each unit.	3-FAIR	OR
69	Window Sealants	Existing caulking and joint sealants were noted in fair to poor condition. Cracking and gaps were observed due to the material shrinking over time.	Proper flashing and sealants should be installed as required with installation of new windows.	4-POOR	OR
70	Window Screens	Observed units had vinyl screens covering the operable portion of the window. Screens were generally noted in fair condition. Some were noted to be missing.	RS includes replacement of all existing windows and screens with vinyl, Energy Star, Low-E windows. Proper flashing and sealants to be installed as required.	3-FAIR	OR
71	Exterior Window - Substrate	System was concealed at the time of inspection; therefore no observation was made.	When caulking / sealing and windows are removed, the substrate / blocking should be examined for moisture damage / rot. Repair or replace as required, prior to recaulking and resealing.	--	OR
72	Storm Windows	Existing windows did not appear to have a storm rating nor were they reported to be impact resistant.		--	--
73	Skylights	Not applicable		--	--
74	ROOFING SYSTEM:				
75	Materials	All roofing systems observed included asphalt shingles over wood decking on wood trusses. Most roofs were observed in fair condition and nearing their expected useful life, with curling ends and minor shingle damage throughout. Evidence of water damage to roof structures and sheathing was noted at select buildings.	Replace all existing shingled roofing. Utilize 30-year architectural shingles. Proper flashing and underlayments to be installed. Repair / replace damaged roof structures and sheathing as needed. Included in RS.	3-FAIR	OR
76	Age and Condition	Most roofs were observed in fair condition and nearing their expected useful life, with curling ends and minor shingle damage throughout. Evidence of water damage to roof structures and sheathing was noted at select buildings.	Replace all existing shingled roofing. Utilize 30-year architectural shingles. Proper flashing and underlayments to be installed. Repair / replace damaged roof structures and sheathing as needed. Included in RS.	3-FAIR	OR
77	Positive Drainage Issues / Leaks	Proper roof slopes were noted for roof types. No signs of ponding water were observed at the time of our inspection; however, evidence of water damage to roof structures and sheathing was noted at select buildings. No active leaks were reported at the time of inspection; however, our inspection was conducted during a dry weather day. Multiple units were reported to have recently experienced issues with roof leaking and water intrusion.	Replace all existing shingled roofing. Utilize 30-year architectural shingles. Proper flashing and underlayments to be installed. Repair / replace damaged roof structures and sheathing as needed. Included in RS.	3-FAIR	OR
78	Wall Flashings	None observed during our inspection.		--	--
79	Roof Flashings	Minimal flashing and drip edge were noted at the perimeter of each building. Flashings and drip edge were noted in fair condition.	Repair / replace flashings as required with roof replacement. Included in RS.	3-FAIR	OR



80	Penetrations	No active leaks were reported at the time of inspection; however, our inspection was conducted during a dry weather day. Multiple units were reported to have recently experienced issues with roof leaking and water intrusion.	Repair / replace flashings and boots as required with roof replacement. Included in RS.	3-FAIR	OR
81	Roof Mounted Equipment	Not applicable		--	--
82	ROOF DRAINAGE COMPONENTS:				
83	Gutters	Not applicable. No existing gutters and downspouts were observed at the site.	RS includes installation of new metal gutters and downspouts at roof perimeters of all buildings to ensure proper drainage.	--	OR
84	Downspouts	Not applicable. No existing gutters and downspouts were observed at the site.	RS includes installation of new metal gutters and downspouts at roof perimeters of all buildings to ensure proper drainage.	--	OR
85	Splash Blocks / Subsoil Drains	Not applicable. No existing gutters and downspouts were observed at the site.	We recommend placement of splash blocks along with the installation of new gutters and downspouts. Ensure downspouts / splash blocks provide positive drainage away from building foundations.	--	OR
86	Diverter	Not applicable		--	--
87	Roof Drains	Not applicable		--	--
88	Roof Vents	Not applicable		--	--
89	Soffit Vents	Not applicable		--	--
90	Ridge Vents	Ridge vents at sections of shingled roofing were noted to be in fair condition.	Replace ridge vents with replacement of roofing. Included in RS.	3-FAIR	OR
91	Turbine	Not applicable		--	--
92	Fans or Other Ventilation Equipment	Not applicable		--	--
93	BUILDING INSULATION:				
94	Floor	Not applicable		--	--
95	Wall	Wall cavities were not visible during our inspection. Due to the type of construction (conventional wood framing), it is reasonable to assume wall insulation is currently in place.	Maintain existing systems.	--	--
96	Roof	Minimal blown-in roof insulation was noted in unit attics observed. Insulation appeared to be in fair to poor condition.	Installation of new R-30 roof insulation is included in the RS.	3-FAIR	OR
97	INSECT SCREENING AND RODENT CONTROL:				
98	Windows	Operable windows were noted to include screens at the operable side of the window. Screens were generally noted in fair condition.	RS includes replacement of all existing windows and screens with vinyl, Energy Star, Low-E windows. Proper flashing and sealants to be installed as required.	3-FAIR	OR
99	Doors	Some unit entry doors were observed with tenant provided screen doors. Screen doors were noted in fair condition.	RS includes replacement of all existing unit entry doors with insulated units set in steel frames. Weather stripping and bottom sweeps should be provided for proper sealing.	3-FAIR	--
100	Vents	Not applicable		--	--

101	Access Components	Not applicable		--	--
102	Crawl Space Access	Not applicable		--	--
103	Attic Access	Each unit mechanical closet was observed with a wooden hatch for attic access. Hatches were noted with the same acoustical popcorn treatment applied to unit ceilings.	Maintain existing. At areas where asbestos popcorn treatment is to be disturbed, abatement will be required. RS includes asbestos abatement and re-painting of existing ceilings.	3-FAIR	OR
104	Roof Access	Not applicable		--	--
105	INTERIOR FEATURES AND FINISHES:				
106	Millwork & Cabinets	Cabinets and vanities were noted to be painted wood; countertops observed were plastic laminate in kitchens and cultured marble in bathrooms. Cabinets and countertops were noted in fair condition and nearing or past their expected useful life.	RS includes full replacement of unit cabinets and countertops with like kind.	3-FAIR	OR
107	Floor Finishes	Units observed primarily included vinyl flooring in kitchens and bathrooms with carpet in living rooms and bedrooms. Some unit bathrooms were noted with ceramic tile. Flooring was generally observed in fair to poor condition.	RS includes replacement of all existing flooring with vinyl plank in kitchens, living and bedrooms and ceramic tile in bathrooms. Ensure proper floor prep in line with manufacturers specifications.	4-POOR	OR
108	Baseboards	Baseboards were observed at the perimeter of all unit interiors. Baseboards were noted to be 4" wood base and appeared in fair to poor condition.	RS includes installation of new vinyl base along with replacement of existing flooring.	4-POOR	OR
109	Door and Window Trim	Wood door trim was noted in all units observed. Trim was noted to be missing and/or damaged in some units. No window trim was observed; however, sills were noted in most units observed.	Repair / replace all interior door trim with replacement of interior doors. Install marble window sills in each unit. Included in RS.	3-FAIR	OR
110	Misc. Trim	Not applicable		--	--
111	Sound Transmission Control	Wall cavities were not visible during our inspection.	Maintain existing systems.	--	--
112	Interior Corridors - Common Areas	Not applicable		--	--
113	INTERIOR DOORS:				
114	Door Units	Observed units had flush, hollow core wood doors with a painted finish. Some were noted to be damaged and missing hardware. Doors appeared in fair to poor condition and past their expected useful life.	RS includes full replacement of unit interior doors and hardware. All drywall associated with demolition and installation of new doors is to be repaired / replaced.	3-FAIR	OR
115	Door Finishes	Interior doors were observed with a painted finish.	New interior doors will have a painted finish. Included in RS.	3-FAIR	OR
116	Interior Door Hardware	Observed units had traditional twist-type door knobs. Privacy hardware is provided at the baths and bedrooms; storage closets had non-locking (dummy) hardware. Door hardware was observed in fair to poor condition with some units noted with damaged or missing doorknobs.	RS includes full replacement of unit interior doors and hardware. Hardware to be lever-type.	3-FAIR	OR

117 BUILDING SYSTEMS:					
HVAC					
119	Heating / Air Conditioning Equipment	Existing systems include typical residential split systems with an interior closet-mounted air handling unit and an exterior grade-mounted condensing unit. Conditioned air is conveyed to interior spaces by rigid metal and flexible ductwork located above unit ceilings and in unit mechanical closets. Wall-mounted thermostats are provided for internal temperature control. HVAC systems were noted in fair overall condition; some units appeared to have been replaced as needed in the past. Select unit HVAC systems, however, were noted in poor working condition.	RS includes replacement of existing HVAC equipment with electric, 15 SEER systems. Programmable thermostats are to be provided.	3-FAIR	OR
120	Equipment Piping	Where visible, equipment piping was noted to be in fair condition.	Replace equipment piping (line sets) along with installation of new HVAC systems.	3-FAIR	OR
121	Ductwork	Ductwork was primarily concealed at the time of our inspection. Based on minimal observation (at unit mechanical closets), ductwork was noted to be flexible and rigid metal. Visible ductwork was observed in fair condition.	Maintain existing systems. RS includes cleaning of all existing ductwork prior to installation of new HVAC equipment. Ductwork is to be properly sealed and insulated as required at newly installed HVAC systems.	3-FAIR	OR
122	Terminal Devices	Not applicable		--	--
123	Controls / Thermostats	Non-programmable, wall-mounted thermostats were observed at most apartment units. A few select units did appear to include a modern programmable thermostat.	RS includes replacement of all existing thermostats with modern programmable thermostats.	3-FAIR	OR
124	Ventilation Fans	Most units observed included individual exhaust fans in bathrooms. Exhaust fans were noted in fair to poor condition. A few select units did not appear to include bathroom exhaust fans.	Install / replace individual exhaust fans in each unit bathroom. In order to ensure tenants are routinely utilizing exhaust fans, it may be prudent to wire the exhaust fans and bathroom lights to the same circuits. Included in RS.	3-FAIR	OR
125	Appliance and Equipment Exhaust	Above range vent hoods were noted in each unit kitchen. The re-circulating hoods were observed in fair condition and past their expected useful life.	RS includes installation of new recirculating microwave / vent hoods above ranges in each unit. Ensure new equipment meets Energy Star certification requirements.	3-FAIR	OR
126	Equipment, Duct and Piping Insulation	Where visible, insulation at ductwork and equipment piping was noted to be in fair condition.	Repair / reseal / replace insulation at existing ductwork and equipment piping as necessary. RS includes sealing / insulation of any newly installed heating and cooling system ducts.	3-FAIR	OR
127	Grilles, Registers & Diffusers	Observed units had functioning supply registers and return-air grilles. Most were observed in fair condition. Dust and debris were noted, some severe.	RS includes full replacement of supply / return vents and grills.	3-FAIR	OR
128	Filters	Most of the observed units had dirty or missing filters.	Replace filters as necessary.	4-POOR	OR

129	PLUMBING:				
130	Domestic Water Service	Existing domestic plumbing system includes the incoming water service off Seaboard Road. The system was concealed at the time of inspection.	Maintain existing system. Consider installation of additional water shut off valves. Additional shut-off capability would greatly assist during construction and would provide value for building management in the future.	3-FAIR	OR
131	Metering	Based on our observation and conversation with the project team, there appears to be a single meter for the entire property.	Maintain existing system.	3-FAIR	OR
132	Sanitary Sewer / Interior Rain Leader Service	The system is concealed. Based on the age of construction and minimal visible evidence, the system is likely to include cast iron pipe and have exceeded its expected useful life. There were reports of issues with leakage and blockage. At the time of inspection, video / scope of sanitary sewer lines was in progress.	RS includes video scoping / cleaning of existing sanitary sewer and replacement of above slab and below slab sanitary waste arms and vent stacks (in progress at the time of inspection). We recommend review of sewer video to determine if additional repair / replacement / re-lining of sanitary trunk lines is necessary.	4-POOR	OR
133	Potable Water Piping	The system was primarily concealed at the time of our inspection; however, based on review of the original as-built drawings, domestic supply piping appears to be PVC. Based on the age of construction and minimal visible evidence, domestic supply is likely in fair overall condition. At the time of our inspection, there were some reports and / or evidence of leaking at unit toilet valves and kitchen sink supply lines.	Maintain existing system. Repair and replace existing valves and fittings as required.	3-FAIR	OR
134	Waste Vents	Waste vents were observed to extend through the shingled roofs on each building. Vents were observed to be functioning and in fair condition. At the time of inspection, video / scope of vertical sanitary stacks was in progress.	RS includes replacement of all sanitary waste vents.	3-FAIR	OR
135	Water Closets	Water closets observed were china, standard length units and appeared to be in fair condition; there was no indication that the existing units were "Low-Flush" type.	RS includes replacement of existing water closets with water sense certified, low-flow, 2-piece toilets, providing 1.28 gpf or less.	3-FAIR	OR
136	Lavatory	Lavatories observed included wall-mounted, cultured marble sinks with vanities. Most units were observed in fair condition, with typical twist-type fixtures.	RS includes removal and replacement of existing bathroom faucets / fixtures with single handle, lever-type, providing 1.5 gpm or less and 60 psi flow rate.	3-FAIR	OR
137	Bathtubs / Showerheads	Tubs / surrounds were noted to be 1-piece acrylic. Tubs observed were noted in fair condition with some exposed metal around tub drains. Showerheads / fixtures were noted to be standard twist-type fixtures with most observed to be nearing the end of their expected useful life.	RS includes replacement of existing tubs, surrounds and showerheads / fixtures. New tubs and 3-piece surrounds are to be provided. Fixtures to be single handle, chrome, providing 2.00 gpm or less with 80 psi flow rate.	3-FAIR	OR
138	Shower Units	No shower units were observed.	RS includes installation of roll-in showers in all ADA units (5%). Fixtures to be single handle, chrome, providing 2.00 gpm or less with 80 psi flow rate.	--	OR
139	Sinks	Observed units had stainless steel, double-compartment sinks in each kitchen. Fixtures were noted as twist-type. Most were observed in fair condition and nearing their expected useful life.	RS includes replacement of all kitchen sinks and faucets. Self-rimming stainless steel sinks are to be provided in each kitchen. Low-flow lever type fixtures to provide 1.5 gpm or less and 60 psi flow rate.	3-FAIR	OR



140	Controls and Faucets	Most faucets were observed to be approaching the end of their expected useful life; some appeared to have been replaced as needed over time. Faucets observed included standard twist-type handles. Fixtures were noted to be in fair overall condition.	RS includes full replacement of all faucets and fixtures with low-flow lever type, single-handle fixtures, providing 1.5 gpm or less and 60 psi flow rate.	3-FAIR	OR
141	Domestic Water Heaters	Domestic hot water is supplied via 36, 40 and 57-gallon electric water heaters. Water heaters are located in mechanical closets in each unit. Most water heaters were observed to be in fair working condition. No complaints or issues with hot water were reported in our conversations with the maintenance team on site. A select few appeared to have been replaced over recent years.	RS includes replacement of existing water heaters with new electric water heaters, up to 55 gallons with 0.92 UEF.	3-FAIR	OR
142	Piping Insulation	Minimal insulation was noted at some hot water piping. Insulation was noted to be in fair condition.	Repair / replace as necessary.	3-FAIR	OR
143	ELECTRICAL:				
144	Electrical Power - Main Distribution and Switchgear	Primary distribution is provided at each building with an exterior mounted electrical panel. Primary panel capacities are unknown as all panels were locked at the time of inspection. Electrical panels appeared to be in good working condition.	RS includes upgrades to existing electrical system (including new panels) to meet current NFPA code.	3-FAIR	OR
145	Metering	Each unit (not building) appeared to be individually metered. Electrical metering appeared to be in fair working condition.	Maintain existing system.	3-FAIR	OR
146	Secondary Distribution Panels	Not applicable		--	--
147	Individual Unit Distribution Panels	Electrical distribution is provided at each unit with an interior mounted electrical panel. While primary service capacities are unknown, individual interior panels were observed to be 125-amps. Service was noted to be 120 volt single phase with breaker disconnects in place. Panels and breakers were observed in fair to poor condition with some missing labels and/or damaged.	RS includes upgrades to existing electrical system (including new panels) to meet current NFPA code.	3-FAIR	OR
148	Wiring and Conduits	Existing branch distribution wire was not visible during our inspection; therefore, no observation was made. Wiring was reported to be copper.	Maintain existing system. We recommend Professional of Record confirm copper wiring currently exists at the property.	3-FAIR	OR
149	Outlets and Controls	Standard wall outlets were observed in each unit. GFCI outlets were noted at wet locations as required by code. Outlets were observed in fair condition, with many nearing their expected useful life. Not all existing outlets (standard and GFCI) appeared to be grounded.	RS includes upgrades to existing electrical system to meet current NFPA code. Outlets are to be replaced with white, tamper resistant duplex receptacles. All outlets to be to be properly grounded as required by code. GFCI to be provided at wet locations as required by code.	3-FAIR	OR
150	Standby Generators	Not applicable		--	--



151	LIGHTING:				
152	Interior Fixtures	Minimal lighting was observed in individual units. Fixtures observed were noted to be flush mounted ceiling and chandelier-type fluorescent and incandescent fixtures.	RS includes replacement of interior lighting in bedrooms and living areas with Energy Star certified flush mounted ceiling fixtures. Recommend replacement of all unit bathroom lighting with Energy Star certified light fixtures. All light fixtures to be LED type.	3-FAIR	OR
153	Exterior Fixtures	Exterior fixtures consist of high-intensity discharge (HID) and fluorescent type wall packs / fixtures. Some appeared to have been replaced as needed over the years. Fixtures were noted to be in fair to poor condition. We were unable to determine if site lighting was adequate, as our inspection was conducted during daylight hours.	RS includes replacement of exterior lighting with building-mounted wall packs with daytime sensors / timers. Ensure new exterior lighting includes LED fixtures.	3-FAIR	OR
154	Switches and Controls	Switches were noted to be standard "flip" type. Switches were observed in fair condition with many nearing their expected useful life.	Replacement of all existing switches is included in the RS.	3-FAIR	OR
155	Ceiling Fans	Units observed did not include ceiling fans in unit bedrooms or living areas.	RS includes installation of ceiling fans in each unit bedroom and living area. Ensure ceiling fans meet Energy Star ratings and include LED light kits.	3-FAIR	OR
156	Door Bells	Not applicable	RS includes installation of HVI accessible strobes, fixtures and doorbells as required at Audio / Visual impaired units.	--	OR
157	GAS:				
158	Gas Supply & Distribution	Propane is fed into the main office, which services the office water heater as well as the gas dryers in the laundry room. Flexible tubing was noted to provide connections to the water heater. Piping and service provider defibulators, where visible, were noted in fair condition.	Maintain existing system.	3-FAIR	OR
159	Metering	Not applicable		--	--
160	Supply and Service Devices	Not applicable		--	--
161	Equipment / Appliance	Water heater, located in the office mechanical room, appeared to be properly vented to the outside.	Maintain existing system.	3-FAIR	OR
162	Storage	Not applicable		--	--
163	DATA AND COMMUNICATION:				
164	Supply and Service Devices	Units observed appeared to have CATV outlets.	RS includes installation of new cable / satellite TV hook-ups inside each unit.	3-FAIR	OR
165	Wiring and Conduits	Existing services and devices appeared to be vendor provided and were noted to be in fair to poor condition at the time of our inspection.	Maintain existing system. Repair / replace damaged or outdated wiring. RS includes installation of new cable / satellite TV hook-ups inside each unit.	3-FAIR	OR
166	Outlets	Units observed appeared to have CATV outlets.	RS includes installation of new cable / satellite TV hook-ups inside each unit.	3-FAIR	OR
167	CATV	Units observed appeared to have CATV outlets.	RS includes installation of new cable / satellite TV hook-ups inside each unit.	3-FAIR	OR



168	Satellite TV	Satellite dishes were observed at the exteriors of select apartment buildings and appeared to be tenant provided. Satellite TV appeared to be in good working condition; no issues were reported at the time of our inspection.	RS includes installation of new cable / satellite TV hook-ups inside each unit.	3-FAIR	OR
169	Security Systems	Not applicable. No security systems were observed at the time of inspection.	RS includes installation of new camera system, DVR and TV's in the main office.	--	OR
170	Alarms	Not applicable		--	--
171	Cameras	Not applicable. No security systems were observed at the time of inspection.	RS includes installation of new camera system, DVR and TV's in the main office.	--	OR
172	LIFE SAFETY:				
173	Adequate Egress Routes	Units appeared to include (1) egress route through unit entry doors and (1) through bedroom windows.	Maintain existing. Ensure proper egress heights at first floor bedroom (44" above finished floor).	3-FAIR	OR
174	Fire and Smoke Protection	Observed units had visible smoke detectors; detectors appeared to be hard-wired. Fire extinguishers were observed to be either located under kitchen sinks or wall-mounted in unit mechanical closets. Some were noted to be missing, improperly mounted and / or misplaced. Units observed also did not all appear to be properly tagged.	We recommend replacement of existing smoke detectors in each unit (to be hard-wired). Maintain and / or replace existing fire extinguishers. Ensure extinguishers are properly mounted and tagged on an annual basis.	3-FAIR	OR
175	Handrails and Guardrails	Not applicable		--	--
176	Exit Lighting	Existing exit lighting was observed in common areas and was noted to be in fair condition.	Maintain existing. We recommend installation of LED emergency lighting as required.	3-FAIR	OR
177	Emergency Lighting	Not applicable		--	--
178	Alarms and Detection Devices	Observed units had visible smoke detectors; detectors appeared to be hard-wired.	We recommend replacement of existing smoke detectors in each unit (to be hard-wired). HVI accessible strobes, fixtures and doorbells should be installed as required at Audio / Visual impaired units.	3-FAIR	OR
179	Fire Alarm	Not applicable		--	--
180	Smoke Detectors	Observed units had visible smoke detectors; detectors appeared to be hard-wired.	We recommend replacement of existing smoke detectors in each unit (to be hard-wired).	3-FAIR	OR
181	Carbon Monoxide	Not applicable. Appliances are electric.		--	--
182	Fire Suppression	Not applicable	We recommend replacement of existing smoke detectors in each unit (to be hard-wired). Maintain and / or replace existing fire extinguishers. Ensure extinguishers are properly mounted and tagged on an annual basis. Recommend install of range queens above ranges.	--	--



183	Fire Extinguishers	Fire extinguishers were observed to be either located under kitchen sinks or wall-mounted in unit mechanical closets. Some were noted to be missing, improperly mounted and / or misplaced. Units observed also did not all appear to be properly tagged.	We recommend replacement of existing smoke detectors in each unit (to be hard-wired). Maintain and / or replace existing fire extinguishers. Ensure extinguishers are properly mounted and tagged on an annual basis.	3-FAIR	OR
184	Fire Sprinkler System	Not applicable		--	--
185	Standpipes	Not applicable		--	--
186	Hydrants	Fire hydrants were observed across the site. Hydrants appeared to be properly spaced and were noted to be owned / maintained by the City of Jacksonville.	Maintain existing.	3-FAIR	--
187	Stairwell Smoke Protection	Not applicable		--	--
188	Observed Existing Safety Conditions	Not applicable		--	--
189	Fire Hose Cabinet	Not applicable		--	--
190	Emergency Power	Not applicable		--	--
191	Vertical Access	Not applicable		--	--
192	Stairs - Interior	Not applicable		--	--
193	Ramps	Concrete ramps were observed at select areas of existing ADA parking. Ramps did not appear to be fully accessible. No accessibility survey was provided for review.	Modify / retrofit existing concrete ramps to meet all accessibility requirements and ensure accessible routes are provided to each ADA dwelling unit, site amenity or common area.	3-FAIR	OR
194	Elevators and Lifts	Not applicable		--	--
195	Car condition	Not applicable		--	--
196	Opinion of adequate number and capacity	Not applicable		--	--
197	Communications features	Not applicable		--	--
198	Equipment condition	Not applicable		--	--
199	Certifications and Maintenance Contracts	Not applicable		--	--



200	FIXTURES, CASEWORK AND EQUIPMENT:			
201	Clothes Washers	A laundry facility is provided within the main leasing office and includes (4) washer / dryer pairs and an additional ADA compliant washer. The laundry facility appeared to be fully functioning and in fair condition; however, did not meet current code requirements (1 pair per 15 units). Equipment was noted to be leased from a third-party provider.	RS includes modifications to existing laundry facility to include the addition of one (1) ADA dryer. Ensure laundry facilities have hookups for (1) washer / dryer pair per 15 units. Laundry equipment should be Energy Star certified.	3- FAIR OR
202	Clothes Dryers	A laundry facility is provided within the main leasing office and includes (4) washer / dryer pairs and an additional ADA compliant washer. The laundry facility appeared to be fully functioning and in fair condition; however, did not meet current code requirements (1 pair per 15 units). Equipment was noted to be leased from a third-party provider.	RS includes modifications to existing laundry facility to include the addition of one (1) ADA dryer. Ensure laundry facilities have hookups for (1) washer / dryer pair per 15 units. Laundry equipment should be Energy Star certified.	3-FAIR OR
203	Dishwasher	No dishwashers currently exist on site.	Installation of new full-size, Energy Star certified dishwashers in all units. Included in the RS. Full size ADA compliant dishwashers and clearances to be installed as required in the ADA units.	3-FAIR OR
204	Cooktop, Range, Oven	Observed units had a four (4) burner electric range. Units were noted in fair to poor condition with some appearing to date to original construction.	RS includes installation of new full-size electric range/stove in all units. Ensure new equipment meets Energy Star certification requirements. ADA compliant ranges and clearances to be installed as required in the ADA units.	3-FAIR OR
205	Vent Hood	Above range vent hoods were noted in each unit kitchen. The re-circulating hoods were observed in fair condition with most appearing to date to original construction.	RS includes installation of above-range microwaves / vent hoods in each unit. Ensure new equipment meets Energy Star certification requirements.	3-FAIR OR
206	Refrigerator	Observed units had 18-cuft refrigerators with freezer tops; there were no automatic ice-makers. Most units appeared in fair to poor condition and past / nearing the end of their expected useful life.	RS includes replacement of existing refrigerators in all units with new 18-cuft Energy Star certified refrigerator / freezer.	3-FAIR OR
207	Garbage Deposal	Not applicable	RS includes installation of garbage disposals in all units.	-- OR
208	Microwave	Microwaves were observed on some unit countertops and noted to be resident provided.	RS includes installation of above-range microwaves / vent hoods in each unit. Ensure new equipment meets Energy Star certification requirements.	-- OR
209	Casework	Not applicable		-- --
210	Work Surfaces	Not applicable		-- --
211	Shelving	Wood shelving was observed in each kitchen pantry and in unit closets. Shelving was noted in fair condition.	Replace and repaint unit shelving as necessary.	3-FAIR OR
212	Equipment	Not applicable		-- --

213	AMENITIES AND PROGRAM FEATURES:			
214	Site Amenities	The property includes a leasing office with a laundry facility, community room / kitchen, computer station (with [2] computers) and maintenance space. An existing playground was observed on the East side of the leasing office and was noted in fair condition. Miscellaneous asphalt paving was also noted adjacent to the playground and was reported to formerly serve as a "sport" court. Other on site amenities include a mail kiosk and dumpster enclosures.	RS includes installation of new playground in the current playground's location; ADA accessibility, accessible routes and fenced enclosure to be provided. The area of the former "sport" court will receive picnic tables and a permanent outdoor grill. The current leasing office will be renovated to include new interior and exterior finishes, a community room, computer lab (with 2 new computers), office space, file space, reception and ADA bathroom. Other new on-site features include: car care area, maintenance shed, site / building signage and a monument sign. All features and amenities to be ADA compliant and include accessible routes.	3-FAIR OR
215	Playground Surfaces	An existing playground was observed on the East side of the leasing office and was noted in fair condition.	RS includes installation of new playground in the current playground's location; proper surfacing, ADA accessibility, accessible routes and fenced enclosure to be provided.	3-FAIR OR
216	Playground Equipment	An existing playground was observed on the East side of the leasing office and was noted in fair condition.	RS includes installation of new playground in the current playground's location; proper surfacing, ADA accessibility, accessible routes and fenced enclosure to be provided.	3-FAIR OR
217	Accessible Route	Existing playgrounds did not appear to include fully accessible routes.	Ensure new playground meets ADA accessibility requirements, including accessible routes.	-- OR
218	Accessible Equipment	Existing playgrounds did not appear to include fully accessible equipment.	Ensure new playground meets ADA accessibility requirements, including accessible equipment.	-- OR
219	Swimming Pool	Not applicable		-- --
220	Accessible Route	Not applicable		-- --
221	Accessible Entry Feature(s)	Not applicable		-- --
222	Equipment and Accessories	Not applicable		-- --
223	Structure and Finishes	Not applicable		-- --
224	Security Enclosure	Not applicable		-- --
225	Leasing Office - General	The property includes a leasing office with a laundry facility, community room / kitchen, computer station and maintenance space. The building was noted to have a stucco veneer atop a wood-framed structure. Roof was observed to be asphalt shingles with wood soffits and aluminum fascia. Exterior openings included solid core wood doors with vinyl windows. Structure was noted to be in good overall condition with interior and exterior finishes nearing their expected useful life. Existing restrooms did not appear to meet full ADA accessibility requirements.	The current leasing office will be renovated to include new interior and exterior finishes, a community room, computer lab (with 2 new computers), office space, file space, reception and ADA bathroom. All features and amenities to be ADA compliant and include accessible routes.	3-FAIR OR
226	Leasing Office - Systems	Existing mechanical and electrical systems did appear to be in fair condition and in working order. Typical split HVAC system was observed.	Evaluate existing equipment for efficiency. Repair / replace mechanical and electrical systems as necessary.	3-FAIR OR



227	Community Room - Accessibility	Existing bathroom within the clubhouse did not appear to meet current ADA requirements.	The current leasing office will be renovated to include new interior and exterior finishes, a community room, computer lab (with 2 new computers), office space, file space, reception and ADA bathroom. All features and amenities to be ADA compliant and include accessible routes.	3-FAIR	OR
228	Community Room - General	The property includes a leasing office with a laundry facility, community room / kitchen, computer station and maintenance space. The building was noted to have a stucco veneer atop a wood-framed structure. Roof was observed to be asphalt shingles with wood soffits and aluminum fascia. Exterior openings included solid core wood doors with vinyl windows. Structure was noted to be in good overall condition with interior and exterior finishes nearing their expected useful life. Existing restrooms did not appear to meet full ADA accessibility requirements.	The current leasing office will be renovated to include new interior and exterior finishes, a community room, computer lab (with 2 new computers), office space, file space, reception and ADA bathroom. All features and amenities to be ADA compliant and include accessible routes.	3-FAIR	OR

1. Deferred Maintenance

At the time of our inspection there was extensive deferred maintenance throughout the property. Major items of note include interior finishes, systems, appliances and equipment. It is our understanding the Borrower has no immediate plans to make substantial repairs or modifications prior to the receipt of loan / funding. Our observation did not reveal any systems that were in critical need of repair.

The borrower has planned to address the deferred maintenance as well as the aging systems, within the rehabilitation scope of work.

2. Critical and Priority Repairs

At the time of our inspection, there were no systems observed to have an immediate need for repairs or modifications.

3. Operational Repairs

It is our understanding that the certain operational repairs will be completed prior to the 1st scheduled annual inspection; these repairs include, but are not limited to, the following:

- a. Installation of site accessibility and signage
- b. Installation or new/upgrades to site and interior lighting/lamps to LED lighting
- c. Stucco repairs; pressure wash, clean, resealing and painting of exterior as required
- d. Fix, replace or repair interior finishes, fixtures and equipment
- e. Fix, patch, repair or replace exterior finishes, roofing, gutters and downspouts
- f. Partition modifications to accommodate ADA and audio/visual impaired units

4. Capital Needs

Please refer to Freddie Mac Form 1105, Section IV, for our estimate of Capital Needs over the term of the mortgage.

5. Water Intrusion

Evidence of organic growth (potential mold), and water damaged sheetrock were noted in Units N-76, I-46, Q-92 and Unit E-24. Organic growth was primarily observed in bathrooms and select mechanical rooms and appeared to be a result of poor ventilation, leaking plumbing valves and potential water intrusion at building roofs. It is our understanding the Borrower intends to replace all bathroom exhaust fans and address / remediate areas of organic growth and water intrusion. In order to ensure tenants are routinely utilizing exhaust fans, it may be prudent to wire the exhaust fan and the bathroom light to the same circuit (switch).

All other evidence of organic growth / mildew noted during our inspection, appeared to be household type, isolated to a kitchen or bathroom of an individual apartment. Instances such as these are considered poor tenant housekeeping and not wide-spread issues with the property.

6. Problematic Materials

At the time of our inspection, we did not observe, nor were we advised of any materials, equipment or systems that historically have performed poorly, or those systems subject to recalls and/or class action lawsuits. Systems include:

- (a) Electrical amperage of less than 60-amperes per unit – If service levels less than 60 amperes are encountered or reported, the consultant must perform a load analysis for each unit type affected based on the most current NEC guidelines or review the results of a load analysis similarly prepared for each affected unit type as performed by a licensed electrician or electrical engineer and make corrective recommendations as appropriate.

Observation – All units observed included 125-amp distribution panels.

- (b) Lack of overload protection at the apartment units – At a minimum, all units must be protected by circuit breakers or tamper-proof (S-type) fuses.
Observation – All units observed were found to meet this requirement.
- (c) Non-code compliant use of aluminum wiring - If aluminum wiring is present, all electrical devices must have safe, code-compliant connections that are rated to accept aluminum wiring.
Observation – Branch distribution wire was primarily concealed at the time of inspection; however, was reported to be copper.
- (d) The use of fire retardant plywood at the roof - In any building constructed after 1981, the roof inspection must determine if fire-retardant-treated (FRT) plywood is present.
Observation – We were not able to verify if FRT Plywood was installed at the roof; as this area was concealed at the time of inspection. Based on the age of original construction, it is reasonable to assume that FRT plywood is not in place at the roof.
- (e) The use of foreign drywall material - For any Property located in Florida, Louisiana, Mississippi, Alabama or Virginia that was either newly constructed or had an installation of a substantial amount of new drywall between 2001 and 2008, the consultant must inspect the Property for evidence of problem drywall.
Observation – None of the units observed showed evidence of problem drywall. Based on the date of original construction, it is reasonable to assume problem drywall is not present at this property.
- (f) Moisture / Mold Issues - The consultant must identify any Mold problems for all areas observed.
Observation - Evidence of organic growth (potential mold), and water damaged sheetrock were noted in Units N-76, I-46, Q-92 and Unit E-24 (some severe; some due to poor housekeeping). Organic growth was primarily observed in bathrooms and select mechanical rooms and appeared to be a result of poor ventilation, leaking plumbing valves and potential water intrusion at building roofs. All other evidence of organic growth / mildew noted during our inspection, appeared to be household type, isolated to a kitchen or bathroom of an individual apartment. Instances such as these are considered poor tenant housekeeping and not wide-spread issues with the property.
- (g) Wood-Damaging Insects – Consultant must comment of observable evidence of wood-damaging insects in all areas inspected.
Observation – At the time of our inspection we did not observe any evidence of wood-damaging insects and/or deterioration of any building components due to wood-damaging insects. The property Owner is currently under a maintenance contract with a Pest Control Service Provider (Service Agreement dated 1/14/20). We recommend review of a pest inspection report, to ensure no wood-damaging organisms (WDOs) currently exist at the property.

7. Environmental Assessment

Consulting Solutions has performed its Phase I Environmental Site Assessment (ESA) report, dated 2/20/20. The Phase I revealed no evidence of recognized environmental conditions (RECs) in connection with the subject property; however, did identify the following existing conditions: Asbestos Containing Materials (ACM) were noted in drywall systems, floor mastic, vinyl flooring and textured ceiling materials; and, visual evidence of mold growth was noted in the bathroom of Units N-76 and I-46. No concerns regarding lead-based paint (LBP) were identified in connection with the property. The Phase I ESA provides the following recommendations: Implement an Asbestos Operation and Maintenance (O&M) Program to manage any ACMs present on site, remove observed area of mold growth noted in Units N-76 and I-46, investigate and remediate the source of moisture and implement a Moisture Management Plan (MMP). ACM abatement / encapsulation will be required prior to demolition. Based on conversations with the Borrower, the current scope of work does appear to include abatement and / or encapsulation of existing hazardous materials as well as abatement of any areas disturbed during construction. Asbestos abatement must be conducted by a Florida licensed asbestos abatement contractor.

8. Flood Zone

According to FEMA Map #12031C0526J, dated 11/2/2018, and the National Flood Insurance Program (NFIP) data affecting the building, the property is indicated to be within Flood Zone "X." FEMA defines this zone as a *Minimal Flood Hazard Area*, which is an area outside of the Special Flood Hazard Area (SFHA) and higher than the elevation of the 0.2% annual chance flood. Flood insurance is available for this property, however, is not required per the National Flood Insurance Program (NFIP).

9. Code Compliance

State Code: The current pertinent Building Codes for the State of Florida include: 2017 Florida Accessibility Code (6th Edition) and the 2017 Florida Building Code (6th Edition).

Energy Code: The current Energy Code for the State of Florida is the 2017 Florida Building Code – Energy Conservation (6th Edition).

In addition to the above, all applicable local and state building codes, fire safety codes and regulations are to be followed.

ADA Compliance – Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.

- ✓ **Path of travel:** An alteration that affects or could affect the usability of or access to an area of a facility that contains a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area and the restrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities.
 - Observation – During our site visit, we did observe some sidewalk locations that may impact the path of travel for individuals with disabilities; however, the preliminary scope of work does include modifications to these elements.
- ✓ **Primary function:** A major activity for which the facility is intended. Areas that contain a primary function include, but are not limited to, the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out.
 - Observation – During our site visit, we did not observe any modifications that impacted a primary function of the property for individuals with disabilities.
- ✓ **Assembly areas:** Assembly areas that are required to horizontally disperse wheelchair spaces and companion seats by section 221.2.3.1 of the 2010 Standards (p. 79) and have seating encircling, in whole or in part, a field of play or performance area shall disperse wheelchair spaces and companion seats around that field of play or performance area.
 - Observation – During our site visit, we did not observe any modifications that impacted assembly area (community room, computer station / meeting room) accessibility for individuals with disabilities.
- ✓ **Curb ramps:** Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.
 - Observation – There were no new roads or altered streets in place or planned, at the time of our inspection. The preliminary renovation scope includes the construction of ADA compliant curb ramps at the main access drive, ADA parking areas and sidewalks, to provide accessible routes to and from ADA parking, ADA dwelling units and common areas / amenities.

1998 Fair Housing Act Manual Section 504 – Our visual inspection also included a review of certain conditions, as respect to Fair Housing applicability for ground floor units in buildings that contain 4 or more units, and all units in buildings where there is an elevator. The buildings and/or areas observed did not include elevators. Our checklists (Tables A & B below) highlight our observations.

Table A – UFAS Units

Condition	In Compliance	Remarks
- Entrance threshold max. 1/2" at entry	No	
- All rooms on an accessible route (min. 32" clear openings)	No	
- Lever type hardware on doors on accessible route	No	
- Switches, electric outlets, phone outlets, thermostat within reach range (15" from floor for outlets - 48" maximum height for others)	No	
- Clothes closets-rod within reach (max. 54")	No	
- Storage (linen, etc.) - shelving within reach (between 9" and 54" above the floor. for side approach, between 9" and 48" for front approach)	No	
- Required low pile carpeting	No	
- Walk in closets, if provided, Min. 32" doors	No	Not provided
Kitchen		
- 30" X 48" clear space at appliances	No	
- One counter 30" long and 34" above floor-clear knee space	No	
- Sink no more than 34" above floor or adjustable in height & 30" wide min.	No	
- Accessible sink control (height and lever type controls)	No	
- knee / toe clearance under sink	No	
- Sink pipes insulated / covered	No	
- Cabinet hardware accessible	No	
- Front mounted range controls	No	
Bathroom		
- Door swing clearance at toilet	No	
- Door swing Clearances at tub / shower	No	
- Knee / toe clearance under lavatory	No	
- Grab bars properly placed and anchored securely	No	
- Mirror 40" off floor or tilt / accessible	No	
- Lavatory pipes insulated / covered	No	
- Tub controls located properly	No	
- Tub seat provided	No	
- Hand held shower nozzle	No	
Sight/Hearing Impaired Units		
All rooms equipped with smoke detectors have strobe lights.	No	
Doorbell with light indicator.	No	
Capability for light indicator at phone.	No	Most residents use cell phones

Table B – Site & Common Areas

Condition	In Compliance	Remarks
Parking		
- Proper number of accessible spaces?	No	
--min. 2% of parking (Fair Housing)	No	
--min. 1/UFAS unit + 1 visitor/office space	No	
- Proper width? (8' wide min.)	No	
- Access aisle adjacent? (5' wide min.)	No	
- Visible designation sign (not obscured by vehicle in parking space due to placement on pavement or height of sign post)	No	
- Shortest distance (closest space to apt or office)	No	
- Slope of accessible parking / access aisle (1:50 in all directions)	No	
- Accessible space provided at each separate site amenity that has parking (office, laundry, etc.)	No	
- Covered parking meets requirements, if provided	N/A	There is no covered parking
Public Areas – (On-site office, community room / etc. if open to more than tenants & guests)		
- Van accessible parking space with proper width (8' wide min.)?	No	
- Visible H/C designation sign and "Van-accessible" sign? (not obscured by vehicle in parking space due to placement on pavement or height of sign post)	No	
- Access aisle adjacent to van space (8' wide)?	No	
- Slope of accessible parking / access aisle (1: 50 all directions)?	No	
- Accessible parking located on shortest accessible route to accessible entrance?	No	
Common Areas – (Halls, Community Rooms, Laundry, Lobby, etc.)		
- Entrance threshold max, 1/2" at entry	Yes	
- Doorways 32" min. wide	Yes	
- Required lever hardware provided	No	
- Interior stairs: uniform risers and treads, closed risers, handrails both sides	N/A	
- Handrail extensions	N/A	
- Cane detection barrier under stairs	N/A	
- Toilets fully accessible- 18" clearance pull side of door, maneuvering room (5' circle or T-shape), grab bars, 34" high lavatory, open beneath, pipes covered, mirror 40" above floor or tilt	No	
- Required low pile carpeting provided	N/A	No carpet in common areas
- Laundry-at least one front loading washer and dryer	No	Front loading washer provided (no dryer)
- Laundry- washer/dryer controls within reach, maneuvering room at doors / washers / dryer folding table / sink	No	
- Switches / outlets / thermostats / controls within reach range (15" from floor for outlets-48" max. height for others, CA)	No	
- Kitchen-access route through, sink accessible	No	
- Playground - if provided, must be on an accessible route	No	

- Mailboxes - interior or exterior - 30" X 48" access space, some boxes within 15" - 48" reach (both postal delivery and postal drop boxes, if provided)	No
Accessible Routes	
- Site / building impracticality test for accessibility?	No
- Accessible route linked all elements on site (min. 3' wide, 5% slope max.) - to each building	No
- Site amenity, common areas, mailboxes	No
- Trash areas	No
- Common laundry	No
- Public street / transportation, etc.	No
- Curb cuts with flared sides (1:10 max) from parking to sidewalk	No
- All curb cuts have access aisle or means to avoid cars parking to obstruct	No
- If accessible route greater than 200', is there a 5'X5' min. passing area provided? (required if width less than 5')	N/A
- If sidewalk less than 48" wide beyond curb cut, max. slope less than 1:12	No
- Curb cuts with flared sides wherever required by accessible route (between unit and amenities if walk is accessible route)	No
- Ramps provided have max. 8% (1:12) slope?	No
- Ramps provided have max. height 30" rise without a level "rest area"	N/A
- Ramps- min 36" width and cross slope max. 1:50	No
- Ramps with greater than a 6" rise have handrails on both sides	N/A

****NOTE – All items listed as out of compliance are scheduled to be addressed in the preliminary Rehab Scope of Work.**

10. Insurable Value

The Total Insurable Value (TIV) equals the sum of the Replacement Cost of the building(s), the business income rental value coverage, and the value of the business personal property, if any. This review includes the Replacement Cost of the building(s) only. The Replacement Cost is the cost to reconstruct a property of an equal number of units with equal quality of building materials with equal utility that would be acceptable to the typical investor and tenant in the market in which the property is located. Replacement cost is not the cost to reconstruct a replica of the property. Our review excludes goodwill or other intangibles such as value/cost of the land, a deduction for depreciation, cost of site improvements (driveways, parking lots, sidewalks, landscaping), or cost to reconstruct the foundation(s).

The following is a Replacement Cost estimate, which is based on similar building systems and finishes as observed during our site inspection held on February 13, 2020. The costs are derived from our internal database of line item costs for similar type construction recently completed in the region. [Analysis on following page:](#)

DIVISION	WORK	INSURABLE VALUE	UN-INSURABLE VALUE	% OF COST	\$ PER GSF	\$ PER UNIT
01	General Requirements	\$596,580.00		8.23%	\$6.52	\$5,965.80
02	Sitework & Utilities	\$0.00	\$1,263,615.00	0.00%	\$13.81	\$0.00
03	Slabs on Grade	\$0.00	\$327,112.50	0.00%	\$7.15	\$0.00
	Elevated Concrete Structure	\$0.00		0.00%	\$0.00	\$0.00
04	Masonry	\$0.00		0.00%	\$0.00	\$0.00
05	Structural / Misc. Steel	\$116,205.00		1.60%	\$1.27	\$1,162.05
06	Framing / Rough Carpentry	\$1,562,820.00		21.56%	\$17.08	\$15,628.20
	Finish Carpentry	\$468,480.00		6.46%	\$5.12	\$4,684.80
07	Waterproofing	\$107,970.00		1.49%	\$1.18	\$1,079.70
	Insulation	\$135,420.00		1.87%	\$1.48	\$1,354.20
	Roofing	\$382,470.00		5.28%	\$4.18	\$3,824.70
08	Doors	\$193,065.00		2.66%	\$2.11	\$1,930.65
	Windows	\$218,685.00		3.02%	\$2.39	\$2,186.85
09	Drywall	\$370,575.00		5.11%	\$4.05	\$3,705.75
09	Ceramic Tile	\$154,635.00		2.13%	\$1.69	\$1,546.35
09	Resilient Flooring	\$236,070.00		3.26%	\$2.58	\$2,360.70
	Carpet	\$109,800.00		1.51%	\$1.20	\$1,098.00
09	Painting	\$193,065.00		2.66%	\$2.11	\$1,930.65
10	Specialties	\$85,095.00		1.17%	\$0.93	\$850.95
11	Cabinets / Tops	\$367,830.00		5.07%	\$4.02	\$3,678.30
	Appliances	\$208,620.00		2.88%	\$2.28	\$2,086.20
12	Furnishings	\$21,960.00		0.30%	\$0.24	\$219.60
13	Clubhouse / Office	\$140,910.00		1.94%	\$1.54	\$1,409.10
14	Elevators	\$0.00		0.00%	\$0.00	\$0.00
15	Mechanical	\$431,880.00		5.96%	\$4.72	\$4,318.80
	Fire Protection	\$21,960.00		0.30%	\$0.24	\$219.60
	Plumbing	\$352,458.00	\$39,162.00	4.86%	\$4.28	\$3,524.58
16	Electrical / Data / Security	\$462,990.00		6.39%	\$5.06	\$4,629.90
17	Fee	\$309,270.00		4.27%	\$3.38	\$3,092.70
	TOTALS	\$7,248,813.00	\$1,629,889.50	100.00%	\$100.61	\$72,488.13

This is an estimate of costs and is not based on actual vendor or subcontractor pricing; and is not intended to be used for construction. The following is a recap of the estimate data:

Total Units: 100

Total RSF of Units: 84,256 RSF

Total GSF of Buildings: 91,500 GSF

Average GSF per Unit: 915 GSF / Unit

Total Cost of GSF per Average Unit: \$7,922.20

Total Replacement Cost: \$7,248,813.00

Total Replacement Cost of RSF of Buildings: \$86.03

Total Replacement Cost per Unit: \$72,488.13

Total Replacement Cost per GSF of Buildings: \$79.22

11. Statement of Compliance

Moran Construction Consultants, LLC, herein states that this report complies with Section 14.4 of the Property Condition Report Requirements, dated 05/09/2016 – more specifically; we have reviewed information provided to MCC, as follows:

- ✓ Information related to planned capital improvements, inclusive of the preliminary rehabilitation scope of work
- ✓ Determined if any deficiencies identified in the inspection are included in Borrower's preliminary scope of work

The following items were observed and are included in the Borrower's preliminary scope of work

Scope of Work

1. Remove, repair, replace accessible parking
2. Sitework, landscaping & site signage
3. General site accessibility
4. Repair / replace concrete sidewalks
5. Exterior lighting
6. Exterior repairs – Stucco patch, sealing, caulking
7. Interior Finishes
8. Roofing
9. Exterior façade work
10. Exterior openings
11. Mechanical, Electrical & Plumbing
12. Drywall and painting

- ✓ Noted observable deficiencies and/or violations of federal, state or local laws, ordinances or codes that remain open for the project.
 - A request has been made to the Jacksonville Code Enforcement Office in order to obtain information regarding any open code violations, zoning violations, housing accessibility violations, health matters, fire safety matters or energy related requirements for the Timuquana Park Apartment complex. At the time of issuance of this report, the requested information had yet to be received.
- ✓ Made appropriate inquiries through publicly available sources to determine if any federal, state, or local law, ordinance or code violations remain open for the property (requested information remains pending).
- ✓ Determine if the property is located in an Elevated Seismic Hazard Region, and evaluate the high risk factors (if applicable) found in Section I of Form 1105.
 - The Timuquana Park Apartments property is NOT located within an Elevated Seismic Hazard Region
- ✓ Information reviewed for this section is included in the Exhibits provided in the Appendix of the report. Additionally, we discussed the scope of the project with the following:

Onsite Representatives Interviewed		
Title	Name	Phone Number
Borrower / Owner Representative	Jordan Nelson	(813) 288-6988
Property Manager (Site Contact)	April Thibault	(253) 534-7200

During the course of performing our Capital Needs Assessment (CNA), MCC contacted the public officials referenced below, to determine (a) if there were any open or outstanding housing code violations within the City of Jacksonville and (b) if there were any open code violations, as respect to fire, and life safety codes.

Public Officials / Municipal Contacts		
Department, Position	Name	Phone Number
City of Jacksonville, Code Enforcement Officer	Information Pending	(904) 630-2489
Fire Code Enforcement	Information Pending	(904) 630-2489

Jacksonville Building Code Enforcement

A request has been made to the Jacksonville Code Enforcement Office in order to obtain information regarding any open housing code violation cases for the Timuquana Park Apartment complex. At the time of issuance of this report, the requested information had yet to be received.

Jacksonville Fire Code Enforcement

A request has been made to the Jacksonville Code Enforcement Office in order to obtain information regarding any open fire code violation cases for the Timuquana Park Apartment complex. At the time of issuance of this report, the requested information had yet to be received.

12. Report Disclosure

This report is for the use and benefit of, and may be relied upon by (a) Jones Lang LaSalle Multifamily, LLC (the Seller/Service), Freddie Mac and any successors and assigns ("Lender"); (b) independent auditors, accountants, attorneys and other professionals acting on behalf of Lender; (c) governmental agencies having regulatory authority over Lender; (d) designated persons pursuant to an order or legal process of any court or governmental agency; (e) prospective purchasers of the Mortgage; and (f) with respect to any debt (or portion thereof) and/or securities secured, directly or indirectly, by the Property which is the subject of this report, the following parties and their respective successors and assigns: any placement agent or broker/dealer and any of their respective affiliates, agents and advisors; any initial purchaser or subsequent holder of such debt and/or securities; any Servicer or other agent acting on behalf of the holders of such debt and/or securities; any indenture trustee; any rating agency; and any institutional provider from time to time of any liquidity facility or credit support for such financings. In addition, this report, or a reference to this report, may be included or quoted in any offering circular, information circular, offering memorandum, registration statement, private placement memorandum, prospectus or sales brochure (in either electronic or hard copy format) in connection with a securitization or transaction involving such debt (or portion thereof) and/or securities.

13. Quantity of Commercial and Apartment Units Inspected

Based on the Rent Rolls provided to MCC, and the actual occupancy metrics, as of the February 13, 2020 rent roll, the occupancy rate was 100% with zero (0) down units. The wait list for available units, was in excess of (25). Of the (100) units, (2) units appear to carry Market Rent/Rates. With that said, our site inspection included visual inspection of the following:

- ✓ Leasing Office / Community Building
- ✓ Laundry Facility / Maintenance Room
- ✓ Maintenance / Storage Building
- ✓ Mail Kiosk
- ✓ Dumpster Locations
- ✓ Features and Amenities
- ✓ Surrounding Site
- ✓ 1BR Units – (5) Occupied
- ✓ 2BR Units – (9) Occupied
- ✓ 3BR Units – (4) Occupied

14. Report Limitations

No samples were taken, no tests were performed, no equipment was operated, and no construction materials were removed to inspect underlying structure or systems.

We exclude testing of the mechanical, electrical, plumbing, fire protection or fire alarm systems, but have noted their condition and replacement costs as needed. If an Engineer's review is required of these systems, it can be provided at an additional fee.

Our report is not an exhaustive technical evaluation of the property; such an evaluation would entail a significantly larger scope of work, as well as, removal of certain installations and existing conditions. Therefore, we cannot document the actual/existing condition of any system, component, substrate or condition that we could not see. Although we listed (in some cases) our concern for what "could" be reasonably inferred, as respect to an existing condition or deficiency, our comments are only speculative and are intended to guide the Property Owner if the presumed condition is later discovered.

We did not undertake activities that would completely assess the stability of the building or the underlying sub-surfaces and/or concealed conditions and is further limited to those conditions observed at the time of our inspection held February 13, 2020.

5 – EXISTING PROPERTY ASSESSMENT

SEE ATTACHED FREDDIE MAC FORM 1105

Section I: Summary
Mortgage, Consultant and Property Information

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244
Number of apartment buildings 18	Number of other buildings 1	On-site contact name Jordan Nelson
Number of stories 1	Age of buildings (in years) 39	On-site contact telephone number (813) 288-6988
Property condition consultant (firm name) Moran Construction Consultants, LLC		Weather at time of inspection (clear, rain, snow cover, etc.) Overcast 70 degrees
Address 601 St. Charles Street		Inspector's name Glendon Steady
City, State, Zip Baton Rouge, LA 70802		Title Senior Consultant
		Telephone number (225) 916-3117

Building and Material Characteristics

Put an "x" in the appropriate boxes below and furnish additional information when requested

Building type

- ☒ Garden
☐ Walk-up
☐ Elevator
☐ Lowrise
☐ Midrise
☐ High rise
☐ Townhouse
☐ Other _____

Construction type

- ☒ Wood frame
☐ Metal frame
☐ Structural steel
☐ Masonry
☐ Structural concrete
☐ Flat roof
☒ Pitched roof
☐ Flat roof with mansards
☐ Fire-treated plywood
☐ Other _____

Foundation type

- ☒ Slab on grade
☐ Concrete pier (drilled)
☐ Spread, raised foundation
☐ Underground parking structure
☐ Other _____

Parking

- ☒ Surface (uncovered)
☐ Structured
☐ Carports
☐ Garages
☐ Underground

Envelope

- ☒ Stucco
☐ Wood siding
☐ T-111
☐ Masonite
☐ Planking
☐ Vinyl siding
☐ Brick veneer
☐ Metal doors
☒ Wood doors
☐ Wood sash windows
☐ Aluminum windows
☒ Other Vinyl Windows

Elevators

- ☐ Number of cabs 0
 Last inspection date _____

Mechanicals (plumbing)

- ☐ Galvanized water piping
☐ Copper water piping
☐ Polybutylene water piping
☐ Cast iron waste
☐ ABS/PVC waste
☐ Central water heater
☐ Gas
☐ Electric
☒ Individual water heaters
☐ Gas
☒ Electric
☐ Circulating hot water
☒ Other Supply / waste unknown

Mechanicals (HVAC)

- ☐ Central boiler steam heat
☐ Hydronic system
☐ Gas FAU, central
☐ Electric FAU, central
☐ Electric baseboard heat
☐ Wall-mounted AC unit
☒ AC condenser units
☐ Evaporative cooler unit
☐ Other (heat) _____
☐ Other (AC) _____

Electrical

- Unit capacity 125 amps
☐ Aluminum branch wiring
☐ Edison base/T-type fuses
☐ Tamper proof fuses
☒ Breakers
☒ GFI outlets
☐ Other _____

Interior

- ☒ Drywall walls
☐ Plaster walls
☐ Wood paneling
☒ Carpeting
☐ Wood flooring
☒ Ceramic floor tile
☒ Vinyl flooring
☒ Wood doors
☐ Metal doors
☒ Spray-text ceiling
☐ Smooth ceiling
☐ Orange peel/textured
☐ Other _____

Amenities (site)

- ☒ Club building/room
☐ Swimming pool
☐ Spa and/or sauna
☐ Fitness center
☐ Barbecue
☐ Tennis courts
☒ Playground equipment
☒ Storage
☒ Other Former "sport" court

Mold

- ☒ Mold evidence observed
☒ Areas impacted by water intrusions observed
☒ Defective building conditions likely to lead to future water intrusions observed
☒ Past/current water intrusions or leaks reported
☒ Tenant complaints reported

Problem materials/equipment

- ☐ Other _____
☐ Other _____

Life/Safety devices

- ☒ Smoke detectors
☐ Carbon monoxide detectors
☒ Fire extinguishers
☐ Emergency lighting
☐ Emergency escapes
☐ Pull stations/cords
☐ Fire alarm
☐ Sprinklers

Unit Mix

Complete **Table 1** for residential units only. Commercial units, both spaces that are purpose-built and dwelling units converted to commercial use will be accounted for in **Table 2**. If "Other" dwelling units have been indicated, **Table 3** will need to be completed as indicated.

Table 1 - below, indicate the unit type and occupancy at the time of the visit and the number of units inspected of each type

Unit Type				Number of units				Number of units inspected			
BR	BR	SF	Style	Occupied	Vacant	Down	Other	Occupied	Vacant	Down	Other
1	1	580	Garden or Flat	28				5			
2	1	691	Garden or Flat	56				9			
3	2	1,080	Garden or Flat	16				4			
Totals:				100	0	0	0	18	0	0	0

Table 2

Detail of Commercial Units			
	Occupied	Vacant	Total
Number of purpose-built spaces			0
Number of converted residential units			0

Total residential units	100
Total commercial units/spaces	0
Total ALL units	100

Unit Inspection Information

Indicate the type of unit, using the following abbreviations: 0BR, 1BR, 2BR, 3BR, 4BR, 5BR. Give the unit number and status, using the following status codes: O = occupied, V = vacant, D = down and R = Other. (For example, an occupied one-bedroom unit numbered 101 should be listed as 1BR/101/O.)

1	2BR	P-84	O	2	2BR	O-81	O	3	3BR	N-76	O	4	1BR	M-72	O
5	3BR	L-65	O	6	2BR	I-46	O	7	2BR	K-57	O	8	2BR	J-51	O
9	2BR	H-42	O	10	1BR	G-38	O	11	1BR	F-28	O	12	2BR	Q-92	O
13	2BR	R-98	O	14	3BR	E-24	O	15	1BR	D-18	O	16	3BR	C-16	O
17	2BR	B-10	O	18	1BR	A-2	O	19				20			

Seismic Checklist

Is the property located within an Elevated Seismic Hazard Region as defined in Section 64.2(c) of the Freddie Mac *Multifamily Seller/Service Guide*?

☐ Yes ☒ No

Consultant's Certification

On behalf of the property condition consultant, the undersigned hereby certifies that:

- The attached property condition report was prepared by the consultant in accordance with all applicable requirements in the Freddie Mac Multifamily Seller/Service Guide
- The report was prepared in a manner consistent with generally accepted industry practices and standards
- All information is true and correct, to the best of the undersigned's knowledge, and reflects the consultant's best professional opinion and judgment
- No changes or additions have been made to the standard provisions of this form other than those expressly approved in writing by Freddie Mac

Consulting firm name

Moran Construction Consultants, LLC

Signature of authorized representative



Date

February 29, 2020

Name (typed or printed)

Glendon Steady

Title

Senior Consultant

Section II: Property Inspection and Evaluation

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244

Site

Complete the estimated useful life, condition, remaining useful life, action and comments for the applicable items listed below. Indicate the condition using the following abbreviations: E = excellent, G = good, A = average, F = fair and P = poor. Indicate the action required using the following abbreviations: CR = Critical Repairs; PR = Priority Repairs; PR90 = 90 day Priority Repairs; OR = Operational Repairs and RR = reserve for future repair/replacement. See Section V for a complete description of each repair category. The consultant should attach additional information as needed. The consultant must also note any Mold observations on any component in the comment sections.

Item	Estimated Useful Life	Condition (E, G, A, F, P)	Remaining Useful Life	Action (CR, PR, PR-90, OR, RR)	Comments/Mold Observations
Carports	N/A				
Garages	N/A				
Maintenance structures	N/A				
Trash enclosures	10	F	2	RR	
Roadways/Parking lots					
Asphaltic concrete	20	F	2	RR	
Seal coat	5	P	0	RR	
Concrete paving	N/A				
Other paving:	N/A				
Striping	5	P	0	RR	
Curb and gutter	50	F	5	RR	
Interior gutter (swale)	N/A				
Pedestrian paving/hardscape	50	F	5	RR	
Signage	10	F	0	RR	
Site utilities					
Site water lines	50	F	20		
Site sanitary lines	50	F	20		
Site lighting	25	F	2	RR	
Site drainage (storm drainage)	50	F	20		
Landscaping	20	F	1	RR	
Irrigation	N/A				
Site fences	20	F	5	RR	
Tennis courts	N/A				
Swimming pool and/or spa					
Pool and/or spa plaster/lining	N/A				
Pool and/or spa heating equipment	N/A				
Pool and/or spa filtration equipment	N/A				
Pool and/or spa deck surface	N/A				
Sauna	N/A				
Recreation/Play area and equipment	10	F	2	RR	
Security	15			RR	Not currently provided

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244

Structural, building envelope and common area furniture, fixtures and equipment

Complete the estimated useful life, condition, remaining useful life, action and comments for the applicable items listed below. Indicate the condition using the following abbreviations: E = excellent, G = good, A = average, F = fair and P = poor. Indicate the action required using the following abbreviations: CR = Critical Repairs; PR = Priority Repairs; PR90 = 90 day Priority Repairs; OR = Operational Repairs and RR = reserve for future repair/replacement. See Section V for a complete description of each repair category. The consultant should attach additional information as needed. The consultant must also note any Mold observations on any component in the comment sections.

Item	Estimated Useful Life	Condition (E, G, A, F, P)	Remaining Useful Life	Action (CR, PR, PR-90, OR, RR)	Comments/Mold Observations
Foundation (structural)	50	G			
Foundation (waterproofing)					
Building slab (structural)	50	G			
Exterior walls/roof (structural)	50	F	0	RR	Some buildings with severe roof sheathing damage
Exterior walls (paint/finish)	10	F	1	RR	
Doors and frames	25	F	1	RR	
Windows and frames	30	F	1	RR	
Stairs	N/A				
Fire escapes					
Balconies/Handrails/Guardrails	N/A				
Decks	N/A				
Patio slabs	50	F	15		
Unit fencing (patio fencing)					
Roof coverings	20	F	1	RR	
Roof drainage (gutters, drains, etc.)	15			RR	
Building mounted lighting	15	F	1	RR	
Common area improvements					
Common area floors	15	F	2	RR	
Community facilities kitchen	15	F	4	RR	
Community facilities appliances	15	F	4	RR	
Community washing machines	15	F	4	RR	Leased by third-party
Community clothes dryers	15	F	4	RR	Leased by third-party

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244

Mechanical and electrical

Complete the estimated useful life, condition, remaining useful life, action and comments for the applicable items listed below. Indicate the condition using the following abbreviations: E = excellent, G = good, A = average, F = fair and P = poor. Indicate the action required using the following abbreviations: CR = Critical Repairs; PR = Priority Repairs; PR90 = 90 day Priority Repairs; OR = Operational Repairs and RR = reserve for future repair/replacement. See Section V for a complete description of each repair category. The consultant should attach additional information as needed. The consultant must also note any Mold observations on any component in the comment sections.

Item	Estimated Useful Life	Condition (E, G, A, F, P)	Remaining Useful Life	Action (CR, PR, PR-90, OR, RR)	Comments/Mold Observations
Mechanical/Plumbing					
Hot and cold water distribution	30	F	5	RR	
Domestic water boilers	N/A				
Domestic water boiler peripherals	N/A				
Domestic water heaters	12	F	2	RR	
Domestic water pumps	N/A				
Sanitary waste and vent (sewer)	30	F	2	RR	
Mechanical HVAC					
Heating system	20	F	2	RR	
Cooling system	20	F	2	RR	
Electrical					
Building power/wiring	30	F	2	RR	
Switchgear/metering	30				
Emergency lighting/generator	N/A				
Smoke and fire detection	10	F	3	RR	
Buzzer/intercom (security)	N/A				
Fire suppression	10	F	10		**Fire Extinguishers
Elevators	N/A				
Security	N/A				
CATV Cabling	20	F	5	RR	

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244

Dwelling units

Complete the estimated useful life, condition, remaining useful life, action and comments for the applicable items listed below. Indicate the condition using the following abbreviations: E = excellent, G = good, A = average, F = fair and P = poor. Indicate the action required using the following abbreviations: CR = Critical Repairs; PR = Priority Repairs; PR90 = 90 day Priority Repairs; OR = Operational Repairs and RR = reserve for future repair/replacement. See Section V for a complete description of each repair category. The consultant should attach additional information as needed. The consultant must also note any Mold observations on any component in the comment sections.

Item	Estimated Useful Life	Condition (E, G, A, F, P)	Remaining Useful Life	Action (CR, PR, PR-90, OR, RR)	Comments/Mold Observations
Unit entry door(s) and frame(s)	25	F	1	RR	
Patio doors	25	F	1	RR	Storage Doors
Smoke/fire detection	10	F	2	RR	
Buzzer/intercom (security)	N/A				
Window coverings	10	F	0	RR	
Flooring					
Carpet	7	P	0	RR	
Resilient flooring (vinyl)	15	P	1	RR	
Ceramic Tile	20	F	2	RR	
Cabinetry					
Kitchen	20	F	1	RR	
Bathrooms	20	F	1	RR	
Other					
Countertops and sinks					
Kitchen	15	F	1	RR	
Bathrooms	15	F	1	RR	
Appliances					
Refrigerator	15	F	1	RR	
Range/stove	15	F	1	RR	
Range vent	15	F	1	RR	
Dishwasher	N/A				
Disposal	N/A				
Microwave	N/A				
Clothes washer	N/A				
Clothes dryer	N/A				
Bathroom fixtures					
Toilet	15	F	0	RR	
Tub/shower and enclosures	20	F	0	RR	
Accessories	10	P	0	RR	
Exhaust Fans	15	F	0	RR	



Section III: Repairs and Cost Estimates

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244

Repairs Identification

Were any Critical or Priority Repairs identified?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Were any Operational Repairs identified?	<input type="radio"/> Yes	<input checked="" type="radio"/> No



Section IV: Private Wells, Wastewater Treatment Systems and Lift Stations

Freddie Mac loan number 503250058	Report date February 29, 2020	Property name Timuquana Park Apartments
Seller/Service name Jones Lang LaSalle Multifamily, LLC		Address 5615 Seaboard Avenue
Seller/Service number 136770	Inspection date February 13, 2020	City, State, Zip Jacksonville, Florida 32244

Private Wells, Waste Water and Lift Stations

Indicate if any of the following systems are present at the property:

- ☐ Private wells (drinking water)
- ☐ Private wells (NON drinking water)
- ☐ Private wastewater treatment systems
- ☐ Private lift stations
- ☒ None of these systems are present



Property Condition Assessment

Section V: Manufactured Housing Communities

Freddie Mac loan number

503250058

Report date

February 29, 2020

Property name

Timuquana Park Apartments

Seller/Service name

Jones Lang LaSalle Multifamily, LLC

Address

5615 Seaboard Avenue

Seller/Service number

136770

Inspection date

February 13, 2020

City, State, Zip

Jacksonville, Florida 32244

Manufactured Housing Communities

Is the property a Manufactured Housing Community ("MHC"), or does it contain MHC units?

☐ Yes

☒ No

RESOLUTION

A RESOLUTION REGARDING THE OFFICIAL ACTION OF THE JACKSONVILLE HOUSING FINANCE AUTHORITY RELATIVE TO THE ISSUANCE OF NOT TO EXCEED \$9,300,000 AGGREGATE PRINCIPAL AMOUNT OF ITS MULTIFAMILY HOUSING REVENUE BONDS (TIMUQUANA PARK APARTMENTS), SERIES 2020, FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS RELATED TO THE ACQUISITION AND REHABILITATION OF A MULTIFAMILY RESIDENTIAL HOUSING FACILITY FOR PERSONS OR FAMILIES OF LOW, MIDDLE OR MODERATE INCOME; AUTHORIZING THE EXECUTION AND DELIVERY OF A PRELIMINARY AGREEMENT BY AND BETWEEN THE JACKSONVILLE HOUSING FINANCE AUTHORITY AND TIMUQUANA AFFORDABLE, LLC OR ITS PERMITTED SUCCESSORS AND ASSIGNS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Timuquana Affordable, LLC and its permitted successors and assigns (the "Company") has applied to the Jacksonville Housing Finance Authority (the "Authority") to: (a) issue its Multifamily Housing Revenue Bonds (Timuquana Park Apartments), Series 2020 in a principal amount not to exceed \$9,300,000 (the "Bonds") for the purpose of financing all or a portion of the costs related to the acquisition and rehabilitation of a multifamily residential housing facility located at 5615 Seaboard Avenue, Jacksonville, Duval County, Florida, 32244 (the "County"), consisting of approximately 100 units to be commonly known as Timuquana Park Apartments (the "Project"), to be occupied by low, middle or moderate income persons in accordance with the Company's application submitted to the Authority, and (b) loan the proceeds of the Bonds to the Company pursuant to Chapter 159, Part IV, Florida Statutes, or such other provision or provisions of Florida law as the Authority may determine advisable (collectively, the "Act"); and

WHEREAS, a determination by the Authority to issue the Bonds under the Act, if so requested by the Company, in one or more issues or series not exceeding an aggregate principal amount of \$9,300,000 and to loan the proceeds thereof to the Company to finance the Project under a loan agreement or other financing agreement which will provide that payments thereunder be at least sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds and such other costs in connection therewith as may be incurred by the Authority, will assist the Company and promote the purposes provided in the Act; and

WHEREAS, the Company shall be required to execute and deliver that certain Preliminary Agreement between the Authority and the Company relating to the issuance of the Bonds, attached hereto as EXHIBIT A (the "Preliminary Agreement"); and

WHEREAS, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Authority will hold a public hearing on the proposed issuance of the Bonds for the purposes herein stated, which hearing will be scheduled at least seven (7) days following the publication of notice of public hearing in a newspaper of general circulation in the County and/or published on the Authority's website (www.COJ.net) (a form of such notice is attached hereto as EXHIBIT B), which public hearing will be conducted in a manner that provides a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on both the issuance of such Bonds and the location and nature of the portion of the Project to be financed with the proceeds therefrom; and

WHEREAS, it is intended that this Resolution ("Resolution") shall constitute official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED BY THE JACKSONVILLE HOUSING FINANCE AUTHORITY THAT:

SECTION 1. APPROVAL OF THE PROJECT. The acquisition and rehabilitation of the Project and the financing thereof by the Authority through the issuance of the Bonds, pursuant to the Act, will promote the health and welfare of the citizens of the County and will thereby serve the public purposes of the Act.

SECTION 2. EXECUTION AND DELIVERY OF THE PRELIMINARY AGREEMENT. The Chair or Vice Chair of the Authority is hereby authorized and directed to execute, for and on behalf of the Authority, the Preliminary Agreement providing understandings relative to the proposed issuance of the Bonds by the Authority to finance the Project in an aggregate principal amount not to exceed the lesser of: (a) \$9,300,000 or (b) the cost of the Project, as determined by the Authority with such changes, modifications, deletions and insertions as the Chair or Vice Chair, with the advice of Authority's counsel and bond counsel, may deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the Authority.

SECTION 3. AUTHORIZATION OF THE BONDS. Subject to receipt by the Authority of at least \$9,300,000 of private activity bond allocation from the Division of Bond Finance, there is hereby authorized to be issued and the Authority hereby determines to issue the Bonds, if so requested by the Company and subject to the conditions set forth in the Preliminary Agreement and any subsequent resolution of the Authority related to the Bonds, in one or more issues or series in an aggregate principal amount not to exceed \$9,300,000 for the purpose of financing the Project. The Bonds shall be designated "Jacksonville Housing Finance Authority Multifamily Housing Revenue Bonds (Timuquana Park Apartments), Series 2020" or such other name or series designation as the Authority may subsequently determine. The Bonds shall not be issued unless such Bonds are in compliance with the applicable terms and conditions of the Authority's Multifamily Bond Allocation Policies and Procedures and Program Handbook (revised

September 2018) (the "Authority's Policies and Procedures"). The rate of interest payable on the Bonds shall not exceed the rate permitted by law.

SECTION 4. RECOMMENDATION FOR APPROVAL TO CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA. The Authority hereby recommends the issuance of the Bonds and the financing of the Project for approval to the City Council of the City of Jacksonville, Florida (the "City"). The Authority hereby directs the Chair or Vice Chair, at the expense of the Company, to seek approval for the issuance of the Bonds and the financing of the Project by the City as the applicable elected representatives of the County under and pursuant to the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended.

SECTION 5. GENERAL AUTHORIZATION. The Chair, the Vice Chair, the Secretary and counsel for the Authority, the Authority's financial advisor and bond counsel, are hereby further authorized to proceed, upon execution of the Preliminary Agreement, with the undertakings provided for therein on the part of the Authority and are further authorized to take such steps and actions as may be required and necessary in order to cause the Authority to issue the Bonds subject to the terms and conditions set forth herein and in the Preliminary Agreement authorized hereby.

SECTION 6. AFFIRMATIVE ACTION. This Resolution is an affirmative action of the Authority toward the issuance of the Bonds, as contemplated in the Preliminary Agreement, in accordance with the purposes of the laws of the State of Florida (the "State") and the applicable United States Treasury Regulations.

SECTION 7. APPROVAL OF NOTICE OF PUBLIC HEARING. The form and publishing of the notice of public hearing attached hereto as EXHIBIT B is hereby approved by the Authority. The Authority hereby authorizes the public hearing required by Section 147(f) of the Code to be held by the Director of Finance or her designee related to the Project and the Bonds.

SECTION 8. LIMITED OBLIGATIONS. The Bonds and the interest and premium, if any, thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the City, the County, the State or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to, among other things, a trust indenture, a loan agreement or financing agreement and a land use restriction agreement prior to or contemporaneously with the issuance of the Bonds.

SECTION 9. LIMITED APPROVAL. The approval given herein shall not be construed as (a) an endorsement of the creditworthiness of the Company or the financial ability of the Project, (b) a recommendation to any prospective purchaser of the Bonds, (c) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (d) an approval of any necessary re-zoning applications nor for any other regulatory permits relating to the Project and the Authority shall not be construed by reason of its adoption of this Resolution to have made any such endorsement, finding or recommendation or to have waived any right of the City's or the

Authority's rights or estopping the City or the Authority from asserting any rights or responsibilities it may have in that regard.

SECTION 10. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution, or any of the documents attached hereto or contemplated hereby, should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

APPROVED AND ADOPTED by the Jacksonville Housing Finance Authority this 15th day of April, 2020.

**JACKSONVILLE HOUSING
FINANCE AUTHORITY**

By: _____
Bernard E. Smith, Chair

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Office of the General Counsel

EXHIBIT LIST

EXHIBIT A – PRELIMINARY AGREEMENT

EXHIBIT B – FORM OF NOTICE OF PUBLIC HEARING

EXHIBIT A
PRELIMINARY AGREEMENT

PRELIMINARY AGREEMENT

This **PRELIMINARY AGREEMENT** (this "Preliminary Agreement") dated as of April 15, 2020 between the **JACKSONVILLE HOUSING FINANCE AUTHORITY**, a body corporate and politic of the State of Florida (the "Authority"), and **TIMUQUANA AFFORDABLE, LLC**, a Florida limited liability company and its permitted successors and assigns (the "Company").

WITNESSETH:

SECTION 1. PRELIMINARY STATEMENT. Among the matters of mutual understanding which have resulted in the execution of this Preliminary Agreement are the following:

(a) The Florida Housing Finance Authority Law (Chapter 159, Part IV, Florida Statutes), as amended (the "Act") provides that the Authority may issue its revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations, or use such proceeds to defray the cost of acquiring, by purchase or construction, certain qualifying facilities.

(b) The Company is considering the acquisition and rehabilitation of a multifamily residential housing facility for low, middle or moderate income persons to be located at 5615 Seaboard Avenue, Jacksonville, Duval County, Florida, 32244 (the "County") to be commonly known as Timuquana Park Apartments (the "Project"). It is currently estimated that the cost related to the acquisition and rehabilitation of the Project will be approximately \$17,468,207.

(c) The Authority intends this Preliminary Agreement to constitute its official binding commitment for purposes of the Act and applicable federal tax law only, subject to the terms hereof, to issue its Multifamily Housing Revenue Bonds (Timuquana Park Apartments), Series 2020 in a principal amount not to exceed \$9,300,000 (the "Bonds") in one or more series or issues pursuant to the Act in a final amount to be determined by the Authority and to loan the proceeds thereof to the Company, or to use such proceeds, to finance all or a portion of the cost related to the acquisition and rehabilitation of the Project, including all costs incurred in connection with the issuance of the Bonds by the Authority.

(d) The Authority considers the issuance and sale of the Bonds, for the purpose hereinabove set forth, consistent with the objectives of the Act. This commitment is an affirmative official action of the Authority toward the issuance of the Bonds as herein contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations provided, however, the commitment is specifically subject to the terms and conditions set forth in this Preliminary Agreement and creates no rights of specific performance on the part of the Company.

SECTION 2. UNDERTAKINGS ON THE PART OF THE AUTHORITY. Subject to the terms hereof, the Authority agrees as follows:

(a) The Authority will authorize the issuance of the Bonds in the aggregate principal amount necessary and sufficient to finance all or a portion of the costs related to the acquisition and rehabilitation of the Project as the Authority and the Company shall agree in writing, but in all events, the principal amount of such Bonds shall not exceed the lesser of: (i) the costs related to the Project, as determined by the Authority, or (ii) \$9,300,000.

(b) Such actions and documents may, at the option of the Authority, permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether *pari passu* with other series of bonds or otherwise, for the purpose of defraying the cost of completion, enlargements, improvements and expansion of the Project, or any segment thereof, or refunding of the Bonds.

(c) The loan or financing agreement between the Authority and the Company (the "Loan Agreement") shall, under the terms agreed upon by the parties, provide for payments to be made by the Company in such sums as shall be necessary to pay the amounts required under the Act including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable.

(d) In authorizing the loan of the proceeds of the Bonds pursuant to the Loan Agreement, the Authority will make no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of the acquisition and rehabilitation of the Project or that those facilities encompassed by the Project will be suitable for the Company's purposes or needs.

(e) The Bonds shall specifically provide that they are payable solely from the revenues derived from the Loan Agreement, the Trust Indenture relating to the Bonds (the "Indenture") or other agreements approved by the Authority, except to the extent payable out of amounts attributable to the proceeds of the Bonds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the Authority, the general credit of the City of Jacksonville, the County or of the State of Florida (the "State"), and such fact shall be plainly stated on the face of the Bonds.

SECTION 3. UNDERTAKINGS ON THE PART OF THE COMPANY. Subject to the terms hereof, the Company agrees as follows:

(a) The Company will use reasonable efforts to insure that the Bonds in the aggregate principal amount as stated above are sold; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the Authority and the Company.

(b) The Company will cooperate with the Authority and with the underwriters or purchasers of the Bonds and the Authority's counsel, financial advisor and bond counsel with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be required by the Authority for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance the cost related to the acquisition and rehabilitation of the Project all in accordance with the Authority's policies and procedures.

(c) Prior to the issuance of the Bonds, the Company will enter into the Loan Agreement, consent to the execution by the Authority of the Indenture, approve such other documents related to the Bonds, as shall be determined reasonably necessary by the Authority, providing for, among other things, the issuance, delivery and security for the Bonds and the loan or use of the proceeds of the Bonds to finance the Project. Such documents will provide, among other things, that the Company will be obligated to pay the Authority (or to trustees for holders of the Bonds on behalf of the Authority, as the case may be) sums sufficient in the aggregate to enable the Authority to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Bonds inclusive of the Authority's ongoing fees. The Company will agree in such documents that if the cost related to the acquisition and rehabilitation of the Project exceeds the amounts allocated therefor, it shall not be entitled to any additional reimbursement or funding for any such excess either from the Authority, the bondholders or the trustee for the bondholders.

(d) The Company shall be responsible for the Authority's up-front issuance fee in effect at the time the Bonds are issued and the fees of the Authority's counsel, underwriters, financial advisor and bond counsel.

(e) The Company shall, in addition to paying the amounts set forth in the Loan Agreement, pay all costs of operation, maintenance, taxes, governmental and other charges which may be assessed or levied against or with respect to the Project.

(f) The Company will hold the Authority free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of the issuance, sale or delivery of the Bonds, as well as any mortgaging or other disposition of the Project.

(g) All costs of issuance, including, without limitation, the Authority's fees and counsel fees not paid at the time of application shall be paid in full at the time of the sale and delivery of the Bonds. The Company shall pay, upon request, a reasonable retainer to bond counsel to the Authority to compensate said counsel for legal services which must be performed whether or not the Bonds are actually issued. Any retainers so paid will be credited against the respective counsel fees payable at closing.

(h) The Company shall take all such actions such that the Bonds shall be issued in compliance with the applicable terms and conditions of the Authority's Multifamily Bond Allocation Policies and Procedures (revised September 2018).

(i) The Company will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

(j) Should the Company cancel this Preliminary Agreement in accordance with the terms hereof, the Company shall pay any and all of the Authority's fees and expenses including, without limitation, the fees and expenses of Authority's counsel and bond counsel and financial advisor.

SECTION 4. GENERAL PROVISIONS. All commitments of the Authority under Section 2 hereof and of the Company under Section 3 hereof are subject to the conditions that the following events shall have occurred not later than December 31, 2021, or such other date as shall be mutually satisfactory to the Authority and the Company:

(a) The Company shall deliver evidence satisfactory to the Authority's counsel and bond counsel (including such opinions issued by counsel to the Company acceptable to the Authority) that the Company is an entity organized and operated under the applicable laws of the State.

(b) The Authority shall have received at least \$9,300,000 of private activity bond allocation from the Division and shall be lawfully entitled to issue the Bonds as herein contemplated.

(c) The Authority and the Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of the Indenture, the Loan Agreement or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(d) Such other rulings, approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Authority as to such matters with respect to the Bonds, the Project, the Indenture, the Loan Agreement, as shall be specified by the Authority, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Bonds.

(e) Notwithstanding the designation as an "official binding commitment" for purposes of the Act and federal tax law, the Company and the Authority each reserve the absolute right to unilaterally cancel this Preliminary Agreement for reasonable cause at any time prior to

the time the Bonds are issued by the Authority upon written notice to the other party of cancellation.

(f) If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, or if the Company or the Authority exercises its rights of cancellation as set forth in this Section 4, the Company agrees that it will pay/forfeit to the Authority the Deposit (as defined herein) and pay the fees for Authority's counsel and bond counsel and financial advisor.

(g) The Company acknowledges that the Authority may, during the time this Preliminary Agreement is in effect, issue similar "inducement" agreements to other companies for other multifamily projects, and/or may issue bonds or participate jointly with other authorities to issue bonds for multifamily or single family housing. This Preliminary Agreement will create no priority or rights *vis a vis* subsequent agreements for the issuance of multifamily or single family bonds.

SECTION 5. DEPOSIT FROM THE COMPANY. Notwithstanding anything herein to the contrary, the Company has represented to the Authority that it expects to complete the financing of the Project on or before the December 31, 2021, utilizing not less than \$8,370,000 of the Authority's private activity bond allocation. On the basis of the foregoing representation by the Company, the Authority has agreed to reserve \$9,300,000 of its private activity bond allocation for the Project and issue the Bonds on behalf of the Company, subject to the Company's compliance with, among other things, all other applicable guidelines, policies and procedures of the Authority, as well as the terms and conditions set forth herein. The Company acknowledges and agrees that failure to consummate the sale and delivery of not less than \$8,370,000 of the Bonds on or before December 31, 2021 will result in substantial damages to the Authority which cannot be easily or adequately measured. Consequently, in addition to the \$21,500 non-refundable application fee paid to the Authority and a fee paid to the Authority's creditor underwriter for the requisite credit underwriting fee to prepare the credit underwriting report, the Company shall deliver to the Authority on or before April 30, 2020: (a) a cashier's check in the amount of \$40,000 which reflects the required final document preparation deposit (the "Deposit"), and (b) a cashier's check in the amount of \$500 to cover the initial cost of publishing the TEFRA notice and conducting a hearing, all payable to the Authority and all of which shall be immediately cashed by the Authority. In addition, the Company shall pay a \$10,000 retainer to bond counsel. If Bonds in the principal amount of not less than \$8,370,000 are sold and delivered on or before the December 31, 2021, the Authority will deliver to the Company a check in the amount of the Deposit simultaneously with the sale and delivery of the Bonds. If for any reason Bonds in the principal amount of not less than \$8,370,000 are not sold and delivered on or before December 31, 2021, the Deposit shall be retained by the Authority as and for full liquidated damages for any defaults hereunder on the part of the Company. The Authority and the Company hereby agree that time is of the essence and it is the intent of the parties hereto that the provisions of this Preliminary Agreement be strictly construed. Should the Authority cancel this

Preliminary Agreement in accordance with Section 4(e) hereof, then the Company shall be entitled to a return of the Deposit less the fees and expenses of the Authority including, without limitation, the fees and expenses of Authority's counsel (other than bond counsel) and financial advisor.

SECTION 6. BINDING EFFECT. All covenants and agreements herein contained by or on behalf of the Authority and the Company shall bind and inure to the benefit of the respective successors and assigns of the Authority and the Company whether so expressed or not; provided, however, the Company may not assign this Preliminary Agreement.

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**SIGNATURE PAGE TO
PRELIMINARY AGREEMENT
(TIMUQUANA PARK APARTMENTS)**

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement by their officers thereunder duly authorized on the date set forth above.

AUTHORITY:

**JACKSONVILLE HOUSING FINANCE
AUTHORITY**

By: _____
Bernard E. Smith, Chair

**SIGNATURE PAGE TO
PRELIMINARY AGREEMENT
(TIMUQUANA PARK APARTMENTS)**

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement by their officers thereunder duly authorized on the date set forth above.

COMPANY:

TIMUQUANA AFFORDABLE, LLC

By: TIMUQUANA AFFORDABLE MANAGER,
LLC, its manager

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, of a public hearing by the Jacksonville Housing Finance Authority (the "Authority"), to be held on [_____, 2020, at 214 N. Hogan Street, [_____]th Floor, Room [____], Jacksonville, Florida, 32202, at [____:] [a.m./p.m.] or as soon thereafter as possible, for the purpose of receiving comments and hearing discussion concerning the issuance by the Authority of its Multifamily Housing Revenue Bonds (Timuquana Park Apartments), Series 2020, in an aggregate face amount of not to exceed \$9,300,000 (the "Bonds"). The proceeds of the Bonds will be loaned to Timuquana Affordable, LLC or its permitted successors and assigns (the "Company"), and used for the purpose of financing all or a portion of the costs related to the acquisition and rehabilitation of a multifamily residential housing facility for persons or families of low, middle or moderate income located at 5615 Seaboard Avenue, Jacksonville, Duval County, Florida, 32244, consisting of approximately 100 units to be commonly known as Timuquana Park Apartments (the "Project"). Timuquana Affordable, LLC, or its affiliate is expected to be the owner and operator of the Project.

All interested persons are invited to attend said hearing and, either personally or through their representatives, present oral or written comments and discussion concerning the proposed issuance of the Bonds for the purposes described in the preceding paragraph and the nature and location of the Project. Written comments may be submitted to the Jacksonville Housing Finance Authority, 214 N. Hogan Street, 7th Floor, Jacksonville, Florida, 32202. Should any person decide to appeal any decision made by the Authority at this hearing, or by the Council of the City of Jacksonville (the "City") with respect to the approval of the issuance of the Bonds for the purposes described in the preceding paragraph, he or she will need a record of the proceedings, and he or she may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Comments made at the hearing are for the consideration of the Authority or the City and will not bind the Authority or the City to any action it may take.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Jacksonville Housing Finance Authority at (904) 255-8200.

All interested persons are invited to attend and be heard and present their comments.

JACKSONVILLE HOUSING FINANCE AUTHORITY

Laura Stagner-Crites, Finance Director

OCCUPANCY LEVELS

2-29-20

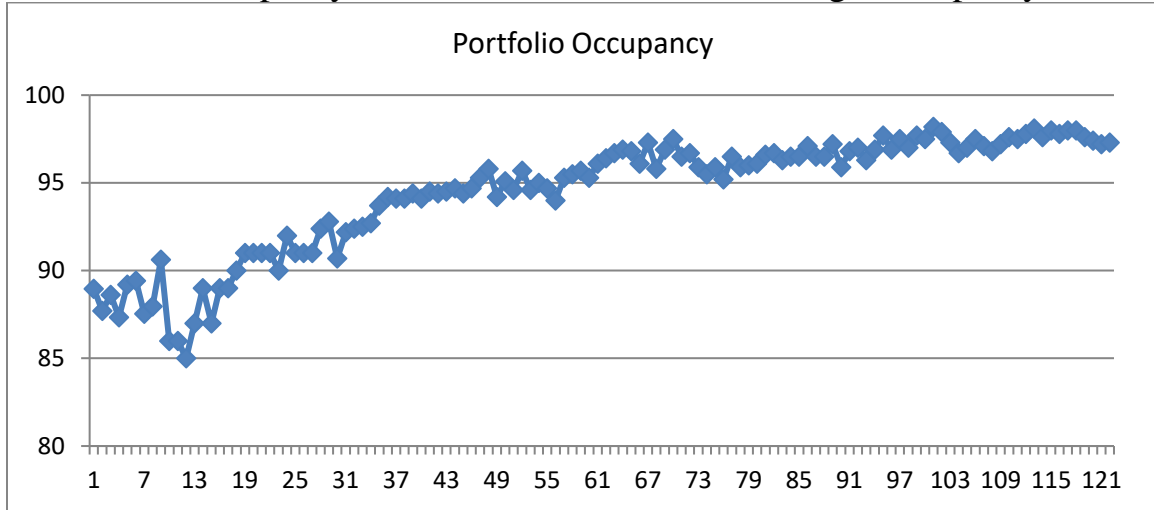
Active Rental Developments—Financed by DCHFA or JHFA

Development & Address	Developer	Original Bonds & Issue Date	Units & Occupancy
Bennett Creek 3585 Salisbury Drive 32216	Richman	\$21,600,000 12-21-10	264 97% (-1%)
Brookwood Forest Apartments 1251 Fromage Way 32225	CED	\$10,000,000 2005	168 98% (+0%)
Camri Green Apartments 3820 Losco Road 32257	Vestcor	\$9,200,000 2003	184 100% (+2)
Caroline Arms 6457 Fort Caroline Road 32277	Lincoln Avenue	\$12,500,000 7-3-18	204 95% (-2%)
Caroline Oaks 5175 Main Street N. 32208	Vestcor	\$5,600,000 4-22-15	82 100% (+2%)
Cathedral Terrace 701 N. Ocean St. 32202	Blue Sky	\$12,500,000 1-21-16	200 97% (-0%)
Christine Cove 3730 Soutel Dr 32208	Carlisle	\$6,000,000 2006	96 99% (-0%)
Desert Winds/Silver Creek 233 Sahara Ct. & 300 Silver Creek Trace 32216	LEDIC	\$22,000,000 12-28-18	304 96% (-0%) Rolling Rehab
Hartwood (AKA Hampton Ridge) 11501 Harts Road 32218	Southport	\$5,840,000 2006	110 91% (+0%)
Lofts at Jefferson 799 Water Street 32204	Vestcor	Housing Credits \$225,750 JHFA Loan 10-3-18	98 79% (+3%)
Lofts at LaVilla 995 Water Street 32204	Vestcor	Housing Credits \$265,000 JHFA loan 10-12-16	130 98% (+0%)
Lofts at Monroe 906 W. Monroe Street 32204	Vestcor	Housing Credits \$303,750 JHFA Loan 9-29-17	108 99% (+0%)
Millennia Portfolio Calloway Cove: 86% complete Palmetto Glen- 76% complete The Weldon- 85% complete Valencia Way- 62% complete	Millennia	\$81,600,000 10-24-18	768 Rolling Rehab 200/72% 74/95% 94/83% 400/86%
Mary Eaves 1250 16 th Street West 32209	Vestcor	FHFC bonds \$300,000 JHFA loan 8-19-16	80 100% (+0%)
Monaco Arms 10415 & 10525 Monaco Drive 32218	Lincoln Avenue	\$16,380,000 5-31-19	156 94% (+4%) Rolling Rehab
Mt. Carmel Gardens 5846 Mt. Carmel Terrace 32216	BREC	\$9,750,000 8-19-16	207 100% (+0%)
Oakwood Villa 8201 Kona Avenue 32211	Southport	\$12,700,000 6-30-17	200 97% (+2%)
Peyton Ridge	Vestcor	Housing Credits \$115,000 JHFA loan 4-7-16	123 98% (-0%)
Timberwood Trace 12250 Atlantic Blvd. 32225	Southport	\$16,000,000 2-1-17	224 96% (+3%)
Timuquana Park Apartments 5615 Seaboard Ave. 32244	Southport	\$4,300,000 2004	100 99% (+0%)

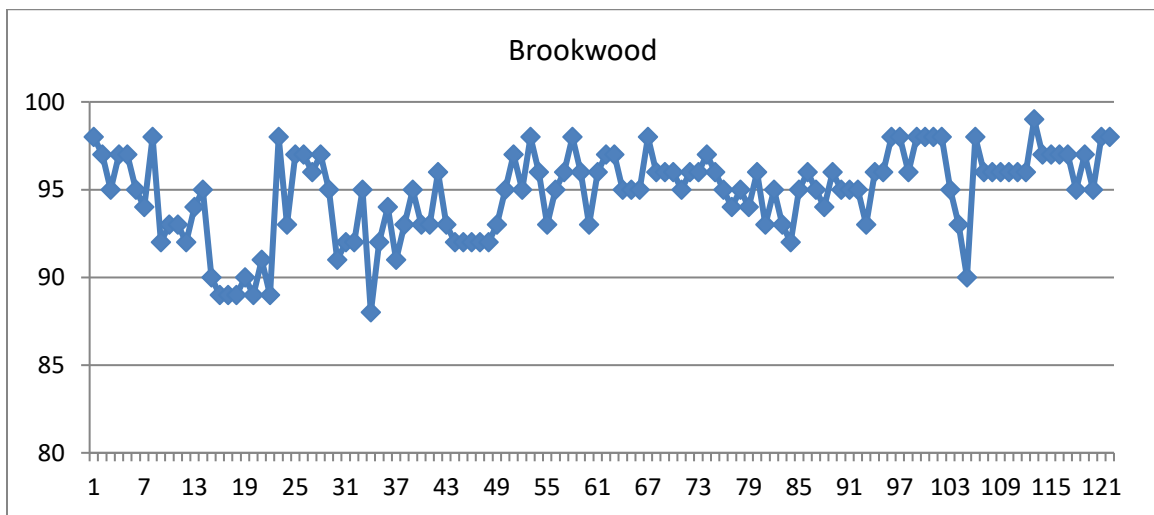
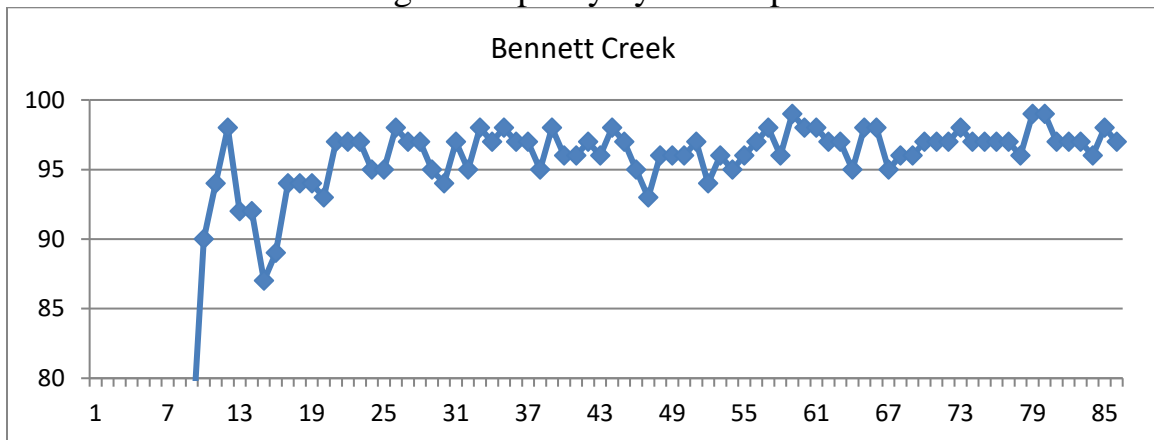
OCCUPANCY LEVELS

2-29-20

122 Month Occupancy Levels—Entire Portfolio Average Occupancy



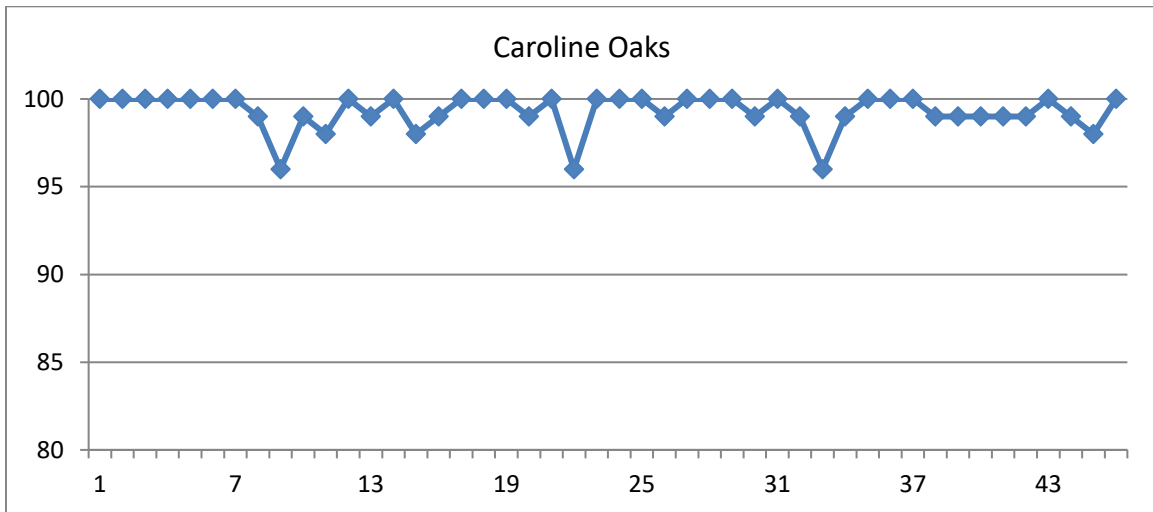
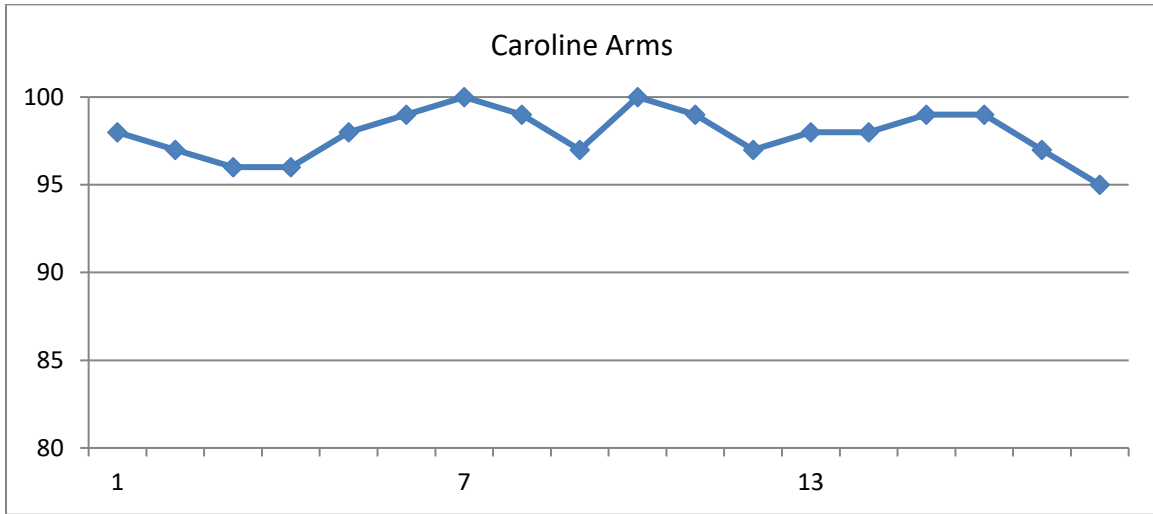
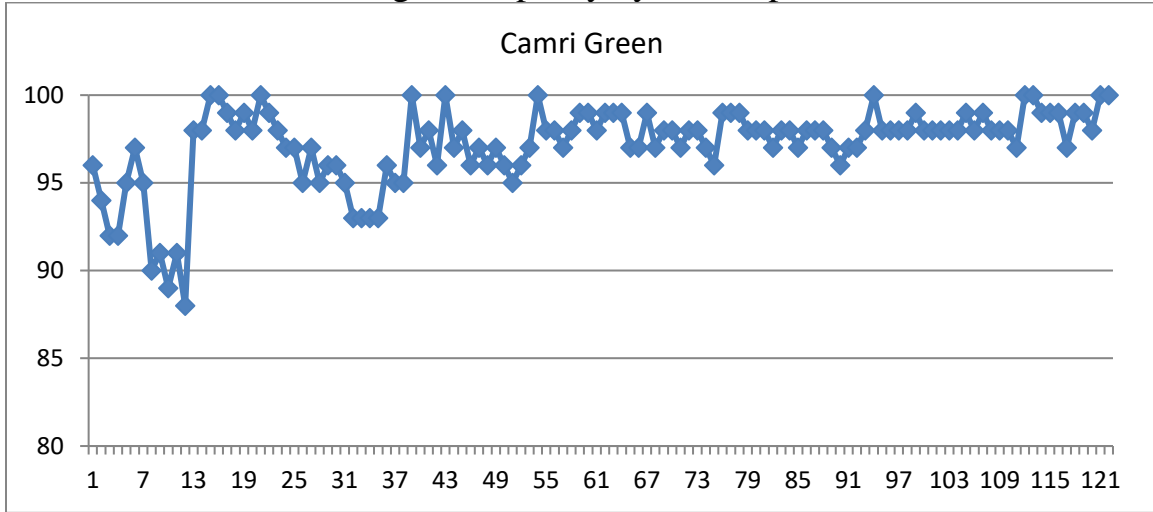
Average Occupancy by Development



OCCUPANCY LEVELS

2-29-20

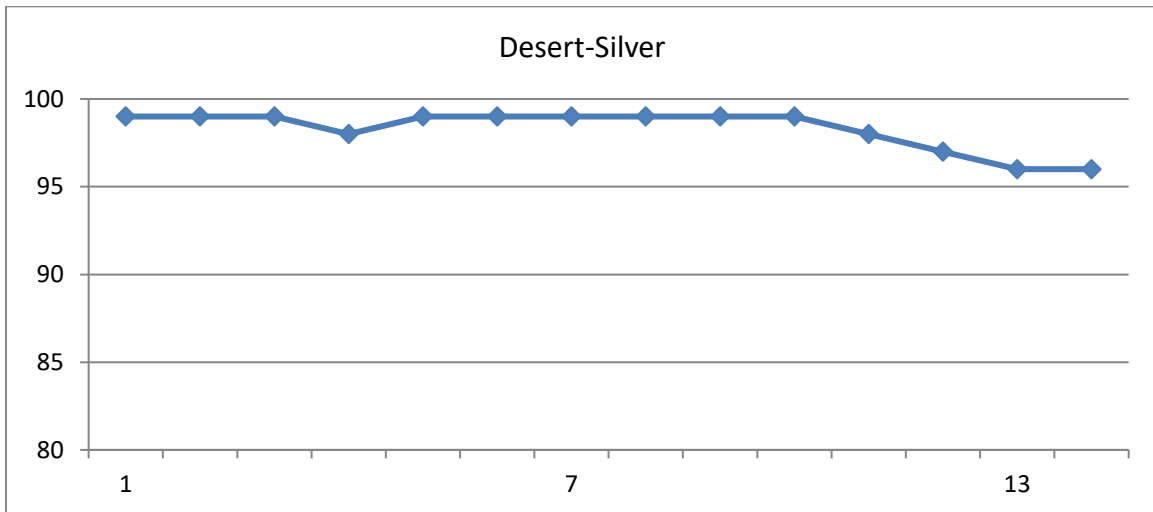
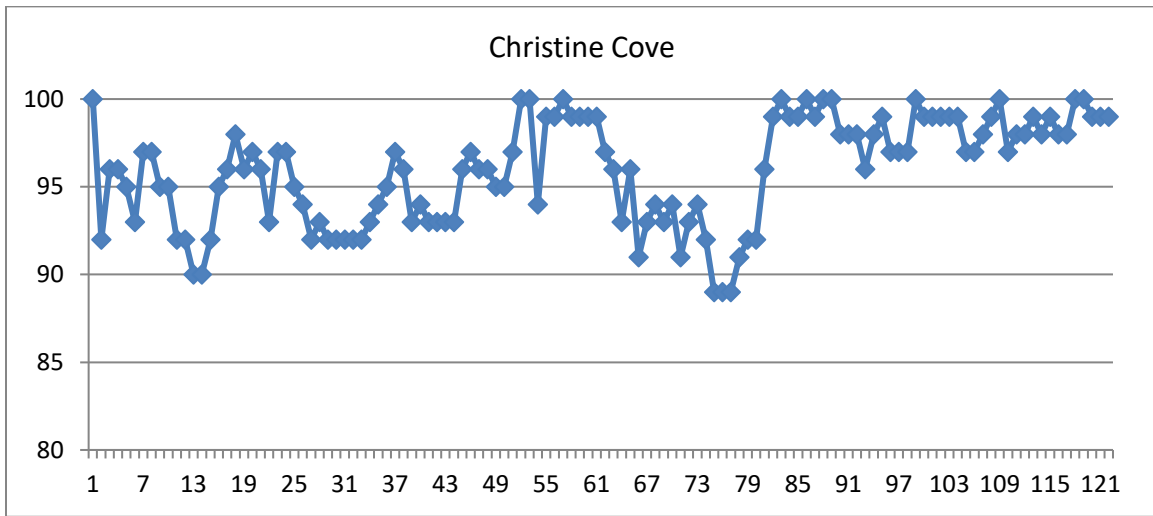
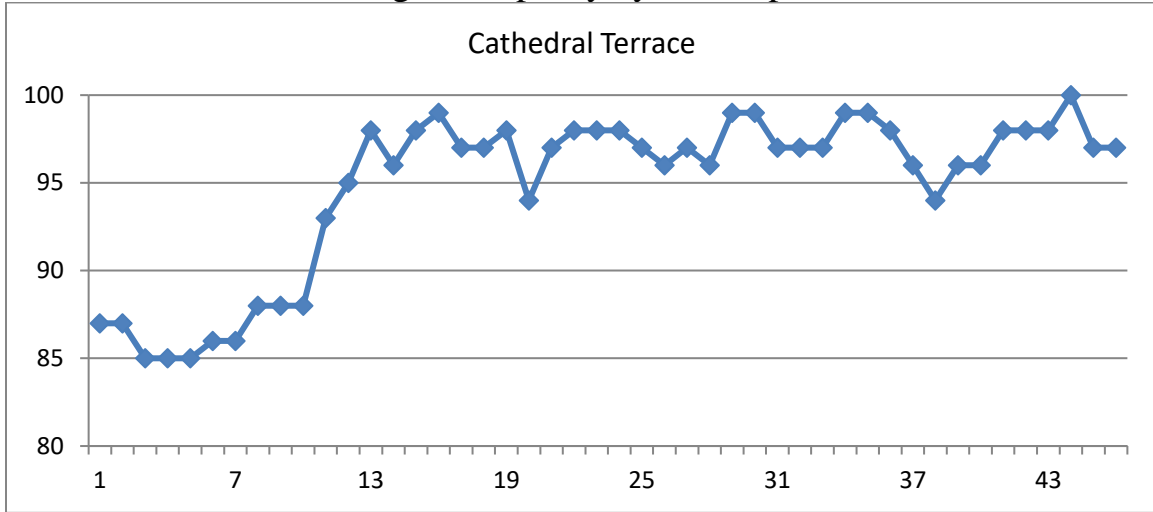
Average Occupancy by Development



OCCUPANCY LEVELS

2-29-20

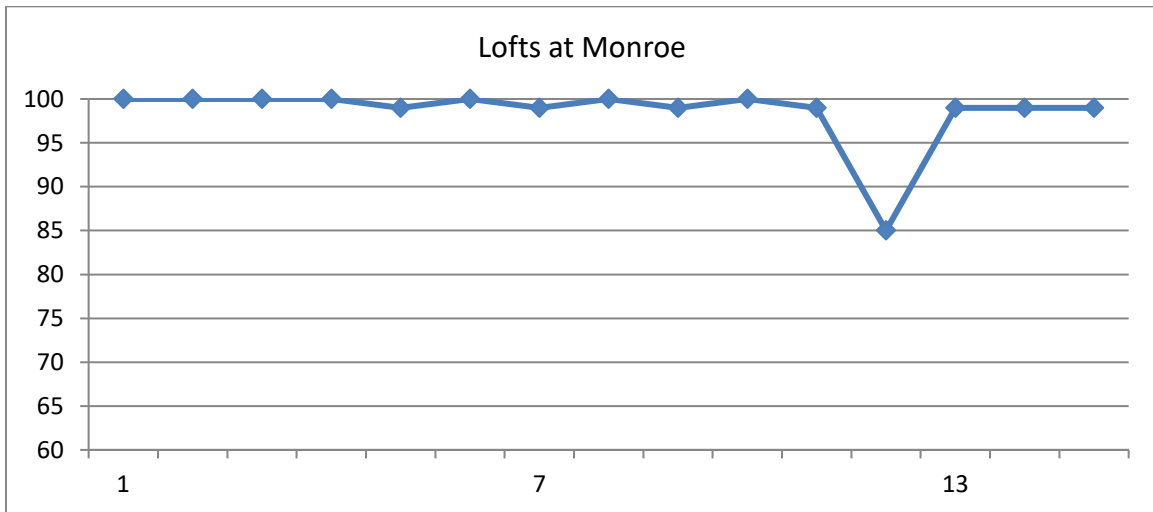
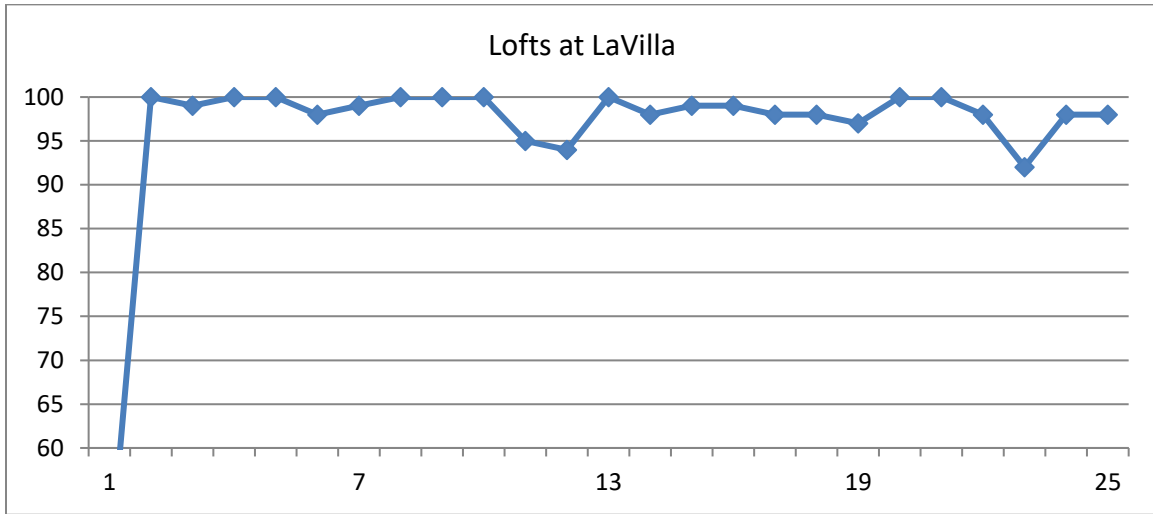
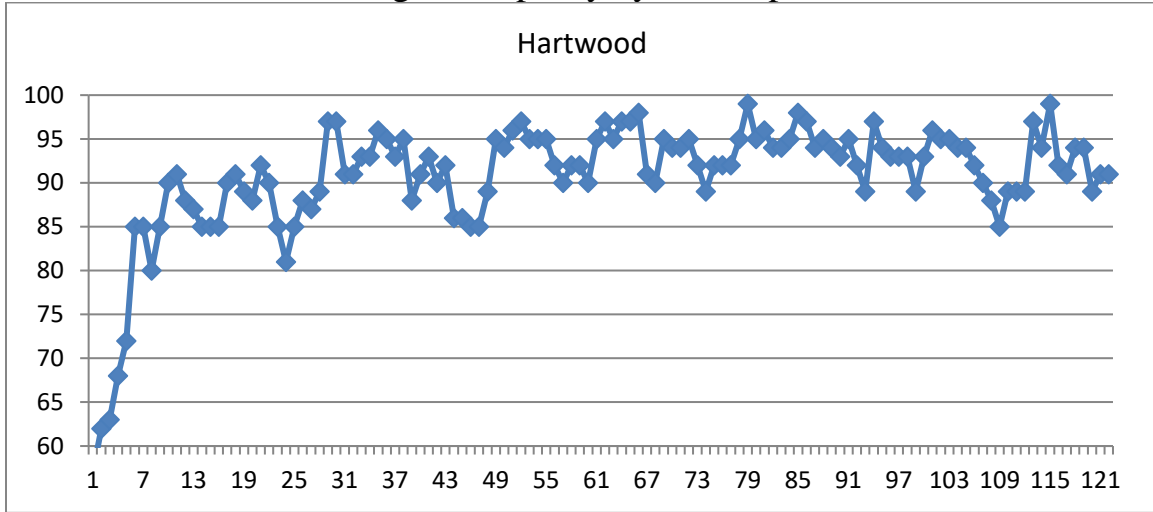
Average Occupancy by Development



OCCUPANCY LEVELS

2-29-20

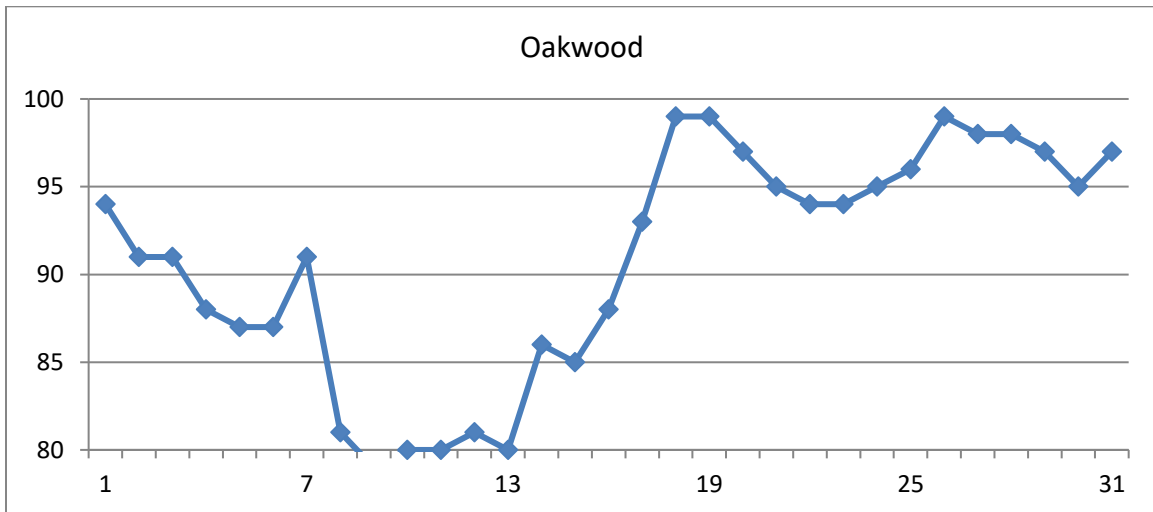
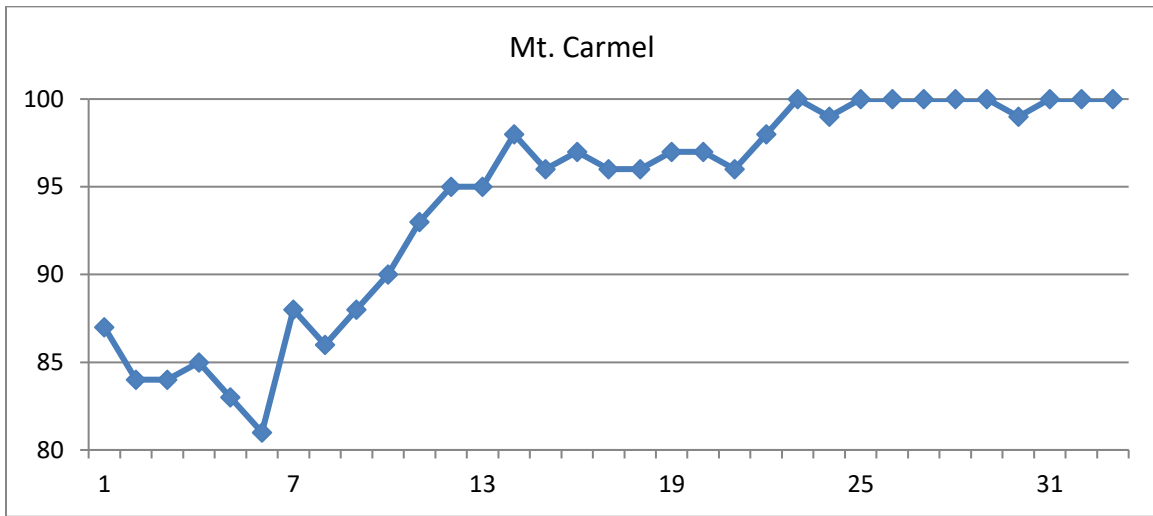
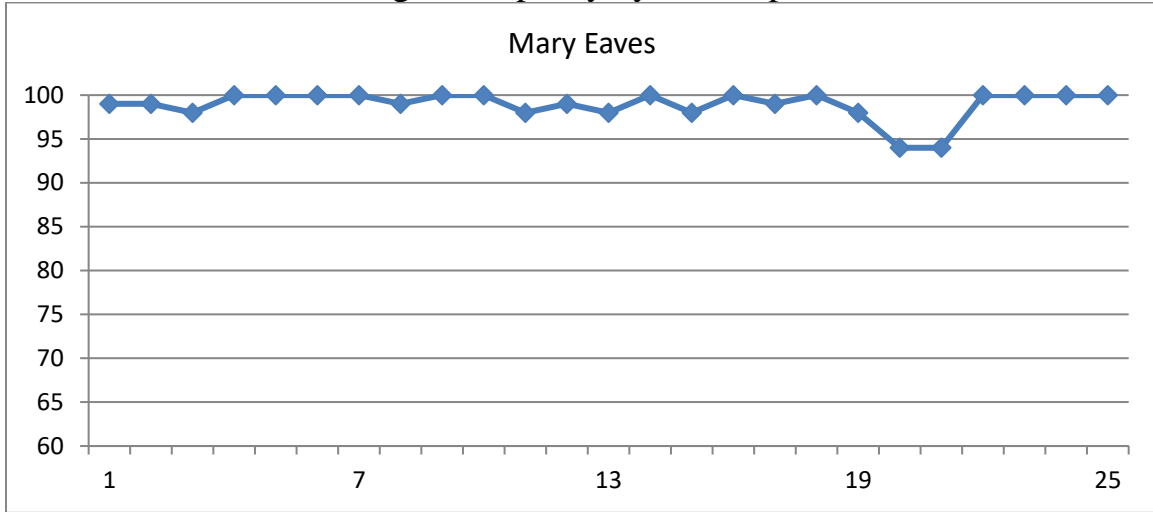
Average Occupancy by Development



OCCUPANCY LEVELS

2-29-20

Average Occupancy by Development



OCCUPANCY LEVELS

2-29-20

Average Occupancy by Development

