

CITY OF ORLANDO
State Housing Initiatives Partnership Program (SHIP)

AGREEMENT BETWEEN
CITY OF ORLANDO
AND
CRYSTAL LAKE SUPPORTIVE ENVIRONMENTS, INC.
D/B/A "ATTAIN, INC."

This **SHIP Agreement** (hereinafter referred to as the "Agreement") is entered into on _____, 2015 by and between the **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter referred to as "City" or "Lender") and **Crystal Lake Supportive Environments, Inc. (d/b/a "Attain, Inc.")**, a Florida non-profit corporation with a principal address of 2710 Staten Road, Suite A, Orlando, FL, 32804 (hereinafter referred to as "ATTAIN" or "Borrower").

W I T N E S S E T H :

WHEREAS, the City is a participant in the State Housing Initiatives Partnership ("SHIP") program as provided in Section 420.907 et. seq., Florida Statutes and Rule 67-37, Florida Administrative Code (hereinafter the "SHIP regulations") and has adopted a Local Housing Assistance Plan ("LHAP") in furtherance of its goal of encouraging the production of safe, decent, and affordable housing for all of the citizens of Orlando;

WHEREAS, ATTAIN has submitted a proposal to the City for SHIP funds in the amount of *Fifty Seven Thousand Four Hundred Fifty Nine Dollars and Ninety Two (\$57,459.92)* to rehabilitate a 4 bedroom/2 bath single family home located at 5114 Barnegat Point Road, Orlando, FL, to add 2 bedrooms/1 bath to the property more particularly described on the attached **Exhibit "A"** so that all six (6) SHIP-assisted units can be used for those persons with a "developmental disability" (hereinafter the land and home is collectively referred to as the "Property");

WHEREAS, the City's award of funds for the rehabilitation of the Property for rent to Low income persons at affordable rents is an eligible activity under the SHIP regulations; and

WHEREAS, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the SHIP regulations and to secure other covenants and promises from ATTAIN regarding the use of funds to rehabilitate this Property for the benefit of Low income persons.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and ATTAIN agree as follows:

SECTION 1. DEFINITIONS

This is a uniform SHIP Agreement and not all defined words will appear in each individual agreement. As used herein, the following words and terms, whether capitalized or not, shall have the following definitions, unless the Agreement demands otherwise:

1. Adjusted for Family Size - means adjusted in a manner that results in an income eligibility level that is lower for households having fewer than four people, or higher for households having more than four people, than the base income eligibility determined as provided in Florida Statutes, based upon a formula established by the United States Department of Housing and Urban Development, (“HUD”).
2. Affordability Period - means fifteen (15) years commencing from Project Completion.
3. Affordable – means meeting the income and rent requirements as set forth discussed in Section 3 of this Agreement; additionally, affordable includes the requirement that monthly rents do not exceed thirty percent (30%) of that amount which represents the percentage of the median Annual Gross Income for the households qualifying under the definition of Low Income. However, it is not the intent of this Agreement to limit a household's ability to devote more than thirty percent (30%) of its income for housing.
4. Annual Gross Income - means the annual income as defined under the Section 8 housing assistance payments programs in 24 CFR Part 5. The annual gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received in a household during the twelve (12) months following the effective date of the determination.
5. Developmental Disability – means a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely, as that term is defined in Florida Statutes §393.063(9).
6. Eligible Housing – means any real and personal property located within the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary affordable residential housing that is designed to meet the standards of the Florida Building Code for homeownership or rental, as applicable, for Eligible Persons as designated by the City.
7. Eligible Person or Eligible Household - means one or more natural persons or a family who are determined by the City to be the following: Low Income (80% or below of median annual income) for 6 SHIP-assisted units (i.e. the

bedrooms in the home), according to the income limits adjusted for family size, published annually by FHFC based upon the Annual Gross Income of the household, and who meet the definition having a Developmental Disability.

8. Eligible Sponsor - means the borrower under this Agreement.
9. Expended, or Spent - means the affordable housing activity is complete and funds deposited to the local affordable housing trust fund have been transferred from the local housing assistance trust fund account to pay for the cost of the activity. In all cases this definition will apply when the project is completed as evidenced by documentation of final payment to the contractor or borrower and release of all lien waivers and issuance of the certificate of occupancy by the City for new homes or proof of the final building inspection for the rehabilitated Property.
10. Low Income – means one or more natural persons or a family that has a total Annual Gross Income for the household that does not exceed eighty percent (80%) of the median annual income adjusted for family size for households within the Orlando MSA. The Low Income person's annual income at the time of initial occupancy may not exceed eighty percent (80%) of the area's median income adjusted for family size. While occupying the rental unit, a Low Income person's annual income may increase to an amount not to exceed 140 percent of eighty percent (80%) of the area's median income adjusted for family size.
11. Project – means the rehabilitation of the existing 4 bedroom /2bath home, including the addition of 2 bedrooms/1 bath consisting of 288 square feet to be added to the Property, and the Property rented to and occupied by Low Income persons with a Developmental Disability for all six (6) of the SHIP-assisted units, at Affordable rents for the duration of the Affordability Period. All SHIP- assisted units are zero (0) bedroom.
12. Project Completion - means that the rehabilitation of the Property contemplated under this Agreement has been completed; the Property has been rented to Eligible Persons at Affordable rents; all funds have been expended; and the Property meets all SHIP regulations.

Other definitions of words used in this Agreement that are not defined herein shall have the definition, meaning, and intent given them in the SHIP regulations, or their ordinary dictionary meaning as the context so requires.

SECTION 2. USE OF SHIP FUNDS AND LOAN AMOUNT

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. Use of Ship Funds. Under the terms and conditions of this Agreement and the

other documents executed in connection with this Agreement, the City agrees to loan ***Fifty Seven Thousand Four Hundred Fifty-Nine Dollars and Ninety Two Cents (\$57,459.92)*** in FY 2014-2015 SHIP funds to ATTAIN to be used for the Project on the Property more fully described in **Exhibit “A”** attached hereto and incorporated herein by reference. ATTAIN shall commence the Project with permits pulled within forty-five (45) days of the Effective Date. The Project shall be 50% completed by June 15, 2015. The Project shall be 100% completed and occupied by Eligible Persons by July 31, 2015. The rehabilitation of the Property shall be in accordance with SHIP regulations, this Agreement, the criteria outlined in the Affordable Housing Certification Program, all plans approved by various committees and boards, and approved by the City’s Housing and Community Development Department. ATTAIN shall rent each of the SHIP-assisted units to Eligible Persons. Although the income eligibility standards change yearly, the standards for 2014 are attached as **Exhibit “B”**. Each of the SHIP-assisted units shall also be rented at Affordable rents, as such rents are published annually by FHFC and must be consistent with FHFC, SHIP regulations, and this Agreement.

The Budget for the use of these SHIP funds is described in **Exhibit “C”**, attached hereto and made a part hereof by this reference. ATTAIN shall expend the SHIP funds only for those items set forth in the Budget and for eligible expenses as permitted under the SHIP regulations. ATTAIN acknowledges and agrees that any funds not used by ATTAIN, its contractors or agents, in accordance with this Agreement and permitted SHIP regulations must be repaid to the City within ten (10) days of the City’s Housing and Community Development Director’s written request. ATTAIN acknowledges and agrees that if it fails to complete the Project and Expend the funds in accordance with this Agreement, for any reason, any and all SHIP funds must be repaid to the City. The Property must be completely rehabilitated, rented, and occupied by Eligible Persons and all funds Expended by July 31, 2015.

3. **Deferred Loan - Execution of Note, Mortgage and Restrictive Covenant.** The loan to ATTAIN of these SHIP funds shall be in the form of a deferred loan on the terms set forth in this Agreement. ATTAIN shall also execute a promissory note, mortgage, declaration of covenants and restrictions, and other loan documents (collectively the “Loan Documents”) as required by the City. Accordingly, ATTAIN shall execute a promissory note in favor of the City substantially in the form attached hereto as **Exhibit “D”** (the “Note”) and incorporated herein by reference. ATTAIN shall execute a mortgage to secure the note substantially in the form attached hereto as **Exhibit “E”** (the Mortgage). ATTAIN shall also execute a declaration of covenants and restrictions (“Declaration of Covenants and Restrictions”) which sets forth various covenants regarding the rent and income affordability requirements that will be recorded against the Property and that these covenants will run with the land for fifteen (15) years from Project Completion (the “Affordability Period”). ATTAIN shall execute the Declaration of Covenants and Restrictions substantially in the form as **Exhibit “F”** attached hereto.

No payment shall be due to the City during the term of the loan so long as ATTAIN does not commit or there does not exist an Event of Default. However, upon the occurrence or existence of an Event of Default, as later defined, the City is free to exercise all remedies allowable to it in law or equity including, but not limited to, those

remedies contained in this Agreement, which includes having all amounts disbursed to ATTAIN repaid to the City and accelerating the loan to maturity, whereupon the outstanding principal balance of the loan shall become immediately due and payable. If ATTAIN is in full compliance with all of the terms of this Agreement and the other Loan Documents, through the completion of the 15 year Affordability Period, the City shall cancel the Note and release the Mortgage.

4. **Disbursement of the Funds.** The City shall reimburse payment to ATTAIN in accordance with the Budget attached as **Exhibit "C"**. The City shall reimburse ATTAIN the SHIP loan proceeds only after receipt of invoices and specific itemization of expenses incurred. Reimbursement of the SHIP funds will be made to ATTAIN only after approval by the City, in its sole discretion, of the invoices submitted and verification of work completed in accordance with this Agreement and applicable SHIP regulations. Advance disbursements of SHIP funds are not allowed under this Agreement. Requests for partial payment/Contractor's Invoice shall be made on a form substantially similar to **Exhibit "G"**, attached hereto and incorporated herein by reference. ATTAIN shall submit a Partial Release of Lien on a form substantially similar to **Exhibit "H"** attached hereto and incorporated herein by reference. ATTAIN agrees and acknowledges that the City shall retain ten percent (10%) of the loan amount (the "Retainage"), which Retainage will be reimbursed by the City when the last of the SHIP-assisted units have been rented to Eligible Persons in full compliance with the terms of this Agreement. Request for final payment, (i.e. the Retainage) shall be made on a form substantially similar to **Exhibit "I"**, attached hereto and incorporated herein by reference. Requests for all payments (partial and final) shall also be made in compliance with Chapter 713, Florida Statutes. The Retainage shall be withheld until ATTAIN provides the City with releases of liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with Part 1, Construction Liens, Chapter 713, Florida Statutes, and all of the terms of this Agreement, including correction of all work and materials found to be deficient by the City. Along with each request for payment, ATTAIN shall submit the corresponding partial or final release of lien, and a Contractor's Final Payment Affidavit. Line item amendments may be made by ATTAIN with prior written approval from the City's Housing and Community Development Department Director. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the City's Director of the Housing and Community Development Department.

SECTION 3. AFFORDABILITY

1. **Units to be Assisted.** ATTAIN shall rehabilitate the Property which will be assisted with SHIP funds and all six (6) units are "SHIP-assisted units."
2. **SHIP Program Rental Requirements.** The Property is subject to rent controls by FHFC designed to make sure that rents are Affordable to Low Income persons at rents determined annually by FHFC. The Property must be rented and occupied by Low Income persons with a Developmental Disability for all six (6) of the SHIP-

assisted units. ATTAIN shall not charge more than the rents set forth annually by FHFC. ATTAIN must meet these income and rent requirements for each of the six (6) SHIP-assisted units described herein for fifteen (15) years from Project Completion. ATTAIN shall comply with all income determinations, rent, and affordability requirements of the SHIP Program.

3. **Tenant Selection.** ATTAIN shall undertake the review of income eligibility of prospective tenants for the Property. In determining income eligibility, ATTAIN must examine the source documents evidencing the prospective tenant's Annual Gross Income. In conducting such review, ATTAIN shall determine if each household is income eligible by determining the household's Annual Gross Income in accordance with applicable SHIP regulations. ATTAIN shall require each tenant to fill out a Tenant Income Certification form attached hereto as **Exhibit "J"** and incorporated herein by this reference. ATTAIN shall also obtain from each tenant the information contained in the Tenant Qualification Package, as listed in **Exhibit "K"** attached hereto and incorporated herein. All documentation including, but not limited to a tenant's application, verifications, and proposed rent and lease terms shall be submitted to the Housing and Community Development Department for final approval before ATTAIN enters into a lease with a prospective tenant. ATTAIN acknowledges that they must keep documentation verifying the income eligibility of each tenant. ATTAIN must enter into a separate lease with each tenant for each of the six (6) SHIP-assisted units.
4. **Maximum Tenant Income.** The maximum income for Low Income persons residing in the six (6) SHIP-assisted units cannot exceed eighty percent (80%) of the median annual income Adjusted for Family Size for the Orlando Metropolitan Statistical Area (MSA), as determined annually by FHFC.
5. **Rent Limitations - Maximum Gross Rents.** The SHIP regulations set forth the maximum rents ATTAIN can charge for each of the SHIP-assisted units. A rental limit chart adjusted for bedroom size will be determined by FHFC annually. The initial monthly rent for each SHIP-assisted unit is as follows:

SHIP RENT - Low Income (80%)

0 Bedroom at \$817.00

Actual rents for these SHIP-assisted units may be less than, but never more than, these ceilings. ATTAIN acknowledges that the City must review and approve all rents proposed by ATTAIN to ensure compliance with SHIP regulations. The City will provide ATTAIN with information on updated SHIP rent limits, as they are made available by FHFC.

6. **Increases in Tenant Income.** After initial occupancy by a Low Income person, the Annual Gross Income may increase but cannot exceed one hundred forty percent (140%) of eighty percent (80%) of the median income for the Orlando MSA.

7. **Certification of Tenants' Income and Rents.** Each year during the Affordability Period, ATTAIN shall re-verify tenant eligibility and provide the City with information on rents and occupancy of the Property in order to demonstrate compliance with applicable SHIP regulations. At the City's request, ATTAIN shall make available to the City all information and documentation regarding rents and income records similar to that provided at initial lease-up of all tenants that are or have been occupying the Property within the preceding twelve (12) months to verify that all tenants meet the income guidelines at rents set forth above or in the case of existing tenants whose income has increased above such income guideline, and that ATTAIN has complied with applicable SHIP regulations in filling vacant units. ATTAIN must make this information available to the City within ninety (90) days of its fiscal year-end.
8. **Period of Affordability.** ATTAIN shall continue to maintain the Property as affordable housing by renting each of the six (6) SHIP-assisted units to Eligible Persons at Affordable rents set by FHFC for the fifteen (15) year Affordability Period. In order to ensure compliance with the fifteen (15) year Affordability Period, ATTAIN shall execute the Declaration of Covenants and Restrictions, attached hereto as **Exhibit "F"** which shall be recorded in the Public Records of Orange County. ATTAIN also acknowledges that SHIP regulations require that if the Property is offered for sale before the end of the fifteen (15) year Affordability Period, ATTAIN shall grant an eligible non-profit organization approved by the City a right of first refusal to purchase the Property at current market value for continued occupancy by Eligible Persons. The rent and income affordability requirements apply without regard to the term of any loan of mortgage or the transfer of ownership. ATTAIN acknowledges that failure to meet the rent and income affordability requirements stated herein for the Affordability Period and provided by the SHIP regulations is a breach of this Agreement and a default under the Note and Mortgage which requires repayment of the SHIP proceeds.

SECTION 4. PROPERTY STANDARDS

1. **Property Standards.** ATTAIN agrees that all housing rehabilitated with SHIP funds shall be performed in conformance with the City's Building Code and the City of Orlando's Housing Rehabilitation Program General Specifications, as applicable, which are hereby incorporated by this reference as if fully set forth herein. At Project Completion all housing must meet all applicable state and local codes, rehabilitation standards, ordinances, and zoning ordinances. All housing must meet the accessibility requirements in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973. ATTAIN shall maintain the Property in compliance with state and local housing codes for the fifteen (15) year Affordability Period. ATTAIN will allow the City to conduct inspections of the Property to determine compliance with these property standards.

SECTION 5. MONITORING

1. **Monitoring.** ATTAIN shall assist the City in its obligation to conduct on-site inspections for compliance with the requirements listed herein and shall provide

information as requested so that the City can verify tenant incomes, rents, and other SHIP requirements on an annual basis. ATTAIN shall keep records to document compliance with these inspections and monitoring reviews and the resolutions of and findings of concerns.

SECTION 6. GENERAL TERMS AND CONDITIONS

1. **Applicable Laws.** ATTAIN shall comply with all SHIP regulations, the LHAP, and this Agreement whether the terms or any regulations are set forth herein or not. ATTAIN shall comply or shall assist the City in complying with all applicable federal and state laws, rules and regulations dealing with this Property, whether presently existing or hereafter promulgated. ATTAIN also shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Land Development and building codes. ATTAIN agrees to execute any documents or amend any documents necessary to comply with any applicable laws or to carry out the intent of this Agreement.
2. **Audits.** ATTAIN agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or finance monitoring the City feels necessary at any time during or after the term of this Agreement pursuant to any FHFC or City request. ATTAIN shall submit its annual audit or financial statement to the City within one hundred twenty (120) days of the end of ATTAIN's fiscal year. ATTAIN agrees to pay for an independent audit if required to do so by the City.
3. **Debarment and Suspension.** ATTAIN shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal or state assistance programs. In the event that ATTAIN has entered into a contract or subcontract with a debarred or suspended party, no SHIP funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.
4. **Utilization of Minority/Women's Business Enterprises.** ATTAIN shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply or service contracts, if any.
5. **Affirmative Marketing/Fair Housing.** ATTAIN shall exercise affirmative fair housing marketing and shall keep records of its efforts to provide information and to attract Eligible Persons from all racial, ethnic, and gender groups. ATTAIN shall affirmatively market the Property in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability. At a minimum ATTAIN shall:
 - (a) indicate in its promotional material that it provides fair housing opportunities;

- (b) provide notice of the availability of the units to community groups and non-profit service organizations or other referral organizations; and
 - (c) display a Fair-Housing poster in the rental office.
- 6. **Non-discrimination.** ATTAIN shall not discriminate in the performance of this Agreement with regard to race, color, creed, age, national origin, sex, religion, ancestry, handicap, familial or marital status. ATTAIN shall comply with all federal and state non-discrimination requirements.
- 7. **Retention of Records/Audit.** ATTAIN shall maintain the following records: all income records of all tenants who rent any SHIP-assisted unit; financial records; affirmative marketing records; MBE/WBE records; records demonstrating compliance with the income determination requirements; records demonstrating compliance with rent restrictions; and any other records deemed necessary by the City to assure a property accounting and monitoring of all SHIP funds. ATTAIN shall maintain all Project financial records including source documentation to support how SHIP funds were expended, which includes but is not limited to invoices, schedules containing comparison's of budgeted amounts and actual expenditures, construction progress schedules and other documentation as may be required by the City to support the expenditures for this Project. ATTAIN shall maintain all records pertaining to the administration of the SHIP funds and rehabilitation of the Property at its principal place of business. ATTAIN shall make all such records available to the City and to FHFC and to their respective representatives at all normal business hours for audit, inspection, and copying. After the expiration of this Agreement, or upon the City's request, all records must be forwarded to the City. ATTAIN shall maintain the records for five (5) years after the Affordability Period terminates. If for any reason ATTAIN no longer exists, goes out of business, or changes ownership, all records shall be returned to the City.
- 8. **Sign Requirement.** During construction, ATTAIN shall place a sign in the front yard of the Property that identifies the City of Orlando as a lender for the Project.
- 9. **Reporting Requirements.** From the Effective Date of this Agreement through the end of the construction, ATTAIN shall submit to the City's Housing and Community Development Department monthly reports, in substantially the same form as **Exhibit "L"** attached hereto, of activities undertaken pursuant to this Agreement. Such reports shall include a narrative summary of progress, including but not limited to, selection of contractors, progress of the unit(s) under construction, unit(s) completed, problems encountered, and proposed solutions. Reports shall be due by the tenth day of each month. The first report shall cover the period between the Effective Date of this Agreement and the end of the month in which that period is contained. After rehabilitation is complete and until the end of the Affordability Period, ATTAIN shall submit annual reports as of the end of the fiscal year with such reports due by the 20th of the following October. In addition to income verification of each tenant, these reports shall include information on rental and occupancy of the units, family size

monthly rent, utility information, and maintenance issues. Failure to submit reports as and when due shall be a material breach under this Agreement.

10. Conflict of Interest.

(a) No person who is an employee, agent, consultant, officer or elected official or appointed official of the City or ATTAIN who exercises or has exercised any functions or responsibilities with respect to activities assisted with SHIP funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a SHIP-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) Neither ATTAIN or any of its directors, officers, employees, agents, consultants, or members shall occupy any of the units.

11. Employment and Personnel from the Welfare Transition Program. ATTAIN shall to the greatest extent feasible, employ personnel from the Welfare Transition Program.

SECTION 7. ENFORCEMENT OF AGREEMENT - DEFAULTS AND REMEDIES

1. Events of Default. The following shall constitute an Event of Default under this Agreement:

- (a) if ATTAIN fails to perform and comply with any SHIP regulation or applicable HOME regulation;
- (b) if ATTAIN fails to punctually and properly comply with any of the terms contained in this Agreement or any of the other documents executed in conjunction with Project or uses the funds other than as authorized by this Agreement;
- (c) if ATTAIN fails to timely comply with audit requirements;
- (d) if ATTAIN fails to expend SHIP funds in a timely manner or fails to meet any of the time requirements as set forth in this Agreement;
- (e) if ATTAIN fails to rehabilitate the Property as required by this Agreement;
- (f) if ATTAIN fails to rent the Property to Eligible Persons at the rents as required by this Agreement;
- (g) if ATTAIN is deemed in default under any other SHIP or HOME agreements it has with the City even if unrelated to this Property or under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents;

- (h) if at any time any material representation or omission made by ATTAIN in any written certification or communication submitted by ATTAIN to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;
- (i) if ATTAIN does not disclose to the City, upon demand, the names of all persons with whom ATTAIN has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor;
- (j) if ATTAIN fails to pay any sum when due under this Agreement, the Note or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by City to ATTAIN;
- (k) if any other default or breach shall occur under the Note, Mortgage, Declaration of Restrictive Covenant or any Loan Documents executed in connection with this loan by the City; or
- (l) if ATTAIN sells or transfers, whether involuntary or otherwise, any part of the Property.

Notwithstanding any of the foregoing provisions to the contrary, if ATTAIN has failed to cure any default within the applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. **No Waiver.** Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.
3. **Remedies.** Upon the occurrence of any Event of Default or any other breach of this Agreement, the City, at its option, shall be free to take many actions including, but not limited to terminating this Agreement, retaining all undispersed funds and/or exercising all rights and remedies available to it under the terms of this Agreement, or other Loan Documents, statutory law, equity or under common law. ATTAIN agrees to repay any funds not spent in accordance with this Agreement. Additional examples of actions the City may take include, but are not limited to:
 - (a) direct ATTAIN to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, time tables and milestones necessary to implement the affected activities;
 - (b) establish and follow a management plan that assigns responsibility for carrying out the remedial actions;
 - (c) cancel or revise activities likely to be affected by the performance deficiency, before expending SHIP funds for the activities;

- (d) reprogram SHIP funds that have not yet been expended from activities to offer eligible activities or withhold SHIP funds;
- (e) direct ATTAIN to reimburse the City for any amounts not used in accordance with the requirements of SHIP program requirements or this Agreement;
- (f) suspend disbursement of SHIP funds; or
- (g) other appropriate action including, but not limited to any action legally available such as litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of this Agreement, or any other available remedies.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 8. DURATION OF THE AGREEMENT

1. **Term.** The term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date"), and shall remain in effect until the end of the Affordability Period. However, if the Project is not completed and all six (6) SHIP-assisted units rented to Eligible Persons at Affordable rents by July 31, 2015, any SHIP funds disbursed under this Agreement shall be repaid by ATTAIN to the City within 10 days of the Housing Director's written request for said funds. Notwithstanding any of the foregoing, all indemnifications, record keeping requirements, and audit requirements shall survive termination of this Agreement. All Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified herein.

SECTION 9. INDEMNIFICATION

1. **General Indemnification.** ATTAIN shall indemnify, defend, and hold the City harmless from and against any and all liability, claims, demands, expenses, losses, damages, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees, whether or not suit is filed and if suit is filed, attorneys' fees and costs at all trial and appellate levels, including bankruptcy, of any kind and nature whatsoever, arising out of or related to or in any way connected with ATTAIN's performance under this Agreement, or whether any of the above arises from actions in whole or in part by ATTAIN, its agents, employees, contractors, subcontractors, materialmen, or volunteers, or whether it arises by any other conduct in the performance of this Agreement, including, but not limited to, administrative action by HUD, any state agency, or the FHFC to recover SHIP funds unlawfully spent or because of or due to the existence of the Agreement itself. Notwithstanding anything herein, or in the Loan Documents executed in connection herewith to the contrary, this indemnification provision shall survive closing or termination of this Agreement.

2. **Environmental Indemnification.** ATTAIN shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the Property, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by the City of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not be construed as an indicia of ownership, management or control of the Property by the City, and ATTAIN hereby recognizes and acknowledges that the City is not an owner or manager of the Property and does not exert any control thereupon. Notwithstanding anything herein, or in the Note, or other Loan Documents to the contrary, this indemnification provision shall survive closing.

SECTION 10. INSURANCE

1. **Insurance.** Without limiting ATTAIN's indemnification, ATTAIN shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described concerning its operations. Certificates with valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

- (a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of ATTAIN's performance of this Agreement. The required certificate shall be furnished by ATTAIN prior to execution of this Agreement.
- (b.) At least thirty (30) calendar days prior to the expiration of any of the above-referenced insurance policies, ATTAIN shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.
- (c.) The policies of insurance which may be requested by the City include:
 - 1. **Commercial General Liability Insurance.** Commercial general liability insurance to include, but not be limited to, bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/ per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

2. Workers' Compensation Coverage. All employees of ATTAIN must be included under such policy in an amount and with coverage to meet all requirements of the State of Florida law.
3. Flood Insurance. Flood insurance if the Property is in a flood zone.
4. Building/Property Insurance. Building insurance for its full replacement value.

SECTION 11. MISCELLANEOUS PROVISIONS

1. Assignment. This Agreement may not be assigned to any other entity without the prior written consent of the City.
2. No grant of vested rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned or to be acquired by ATTAIN.
3. No partnership or agency. City shall not in any way or for any purpose be considered to be or to have become a partner of ATTAIN with respect to the Project. ATTAIN is not, and shall not be, the agent of the City for any purpose, nor shall the City be the agent of ATTAIN for any purpose.
4. Severability. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement. If the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected, this Agreement is declared severable.
5. Entire Agreement/Modification. This Agreement, together with **Exhibits "A"** through **"L"** attached hereto, constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, representations and agreements as to the items herein contained. This Agreement may only be modified by a writing signed by both of the parties hereto.
6. Notices. Whenever by the terms of this Agreement notice shall or may be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:
 - A. Oren Henry, Director
Office of Housing and Community Development
City of Orlando
400 S. Orange Avenue, 7th Floor
Orlando, Florida 32802

B. Craig A. Cook, President
Crystal Lake Supportive Environments, Inc. d/b/a Attain, Inc.
2710 Staten Road, Suite A
Orlando, FL 32804

7. **Compliance With All Laws.** Notwithstanding anything to the contrary, the Property shall be operated consistent with all applicable federal, state and local laws and regulations.

8. **Survival.** All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have executed this Agreement, each upon the date set forth next to his/her name.

Signed in the presence of Two Witnesses:

**CRYSTAL LAKE SUPPORTIVE ENVIRONMENTS,
INC., d/b/a ATTAIN, INC.** (Corporate Seal)

Signature

By: _____

Print Name:

Name: Craig A. Cook

Signature

Title: President

Print Name:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____ 2015, by _____, as President of Crystal Lake Supportive Environments, Inc., d/b/a Attain, Inc. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

ATTEST:

CITY OF ORLANDO, a Florida municipal corporation

Alana C. Brenner, City Clerk

By: _____
Mayor/Mayor Pro Tem Date

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2015, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do, and that they did take an oath.

Notary Public
Print Name: _____

Approved as to form and legality
for the use and reliance of the
City of Orlando, Florida, only,
this ____ day of _____, 2015.

Chief Assistant City Attorney

EXHIBIT "A"

CITY OF ORLANDO
SHIP AGREEMENT

**LOT 17, BLOCK B, OAKTREE VILLAGE, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 8, PAGES 99 THROUGH 102, OF THE PUBLIC
RECORDS OF ORANGE COUNTY, FLORIDA.**

EXHIBIT “B”

STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS
ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) Effective 3-16-2015**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
LOW INCOME (80% and below)	32,700	37,350	42,000	46,650	50,400	54,150	57,850	61,600

EXHIBIT "C" Budget



William Edward Construction, LLC

CGC1516763 5114 BARNEGAT POINT ROAD 1-19-2015
9304 Morton Jones Road
Gotha, FL 34734
321-202-7438

1/20/2015

Permitting				
PERMIT	1 TOTAL \$	\$	600.00	\$ 600.00
NOTICE OF COMM.	1 EA:	\$	13.50	\$ 13.50
Concrete				
CONCRETE SLAB POUR UP	290 SQ. FT.	\$	7.90	\$ 2,291.00
BLOCK WORK L&M	300 PER BLOCK	\$	3.00	\$ 900.00
PUMP/REBAR/SOIL TREATMENT	2 EA.	\$	350.00	\$ 700.00
Framing				
FRAMING LABOR	288 PER SQ FT	\$	8.00	\$ 2,304.00
FRAME MATERIAL	300 PER SQ FT	\$	15.00	\$ 4,500.00
BASE/ CASING/ TRIM MATERIALS	180 L.F.	\$	1.75	\$ 315.00
TRIM LABOR LABOR	2 PER DAY	\$	160.00	\$ 320.00
DOORS	8 EA	\$	120.00	\$ 960.00
HARDWARE	7 EA	\$	20.00	\$ 140.00
Plumbing				
PERMIT	1 EA.	\$	150.00	\$ 150.00
PLUMBING LABOR	45 PER HOUR	\$	70.00	\$ 3,150.00
PLUMBING MATERIAL	1 EA.	\$	500.00	\$ 500.00
SINK	1 PER FIXTURE	\$	50.00	\$ 50.00
VANITY FAUCET	1 PER FIXTURE	\$	50.00	\$ 50.00
SHOWER	1 PER FIXTURE	\$	200.00	\$ 200.00
SS SHOWER GRID	1 PER FIXTURE	\$	25.00	\$ 25.00
Bath Trim/ Specialties				
BATH ACCESS LABOR	1 EA	\$	100.00	\$ 100.00
REFLECTIVE PLASTIC MIRRORS	20 SQ. FT.	\$	16.00	\$ 320.00
RODS/ HOOKS/ ETC	1 TOTAL	\$	150.00	\$ 150.00
Electrical				
PERMIT	1 EA.	\$	150.00	\$ 150.00

**William Edward Construction, LLC**

1/20/2015

CGC1516763 5114 BARNEGAT POINT ROAD 1-19-2015
9304 Morton Jones Road
Gotha, FL 34734
321-202-7438

ELECTRIC LABOR	30 PER HOUR	\$	90.00	\$	2,700.00
MISC MATERIAL	1 TOTAL	\$	450.00	\$	450.00
BEDROOM FIXTURE	2 L&M	\$	90.00	\$	180.00
ELECT. FIXT. VANITY	1 PER FIXTURE	\$	85.00	\$	85.00
CAN LIGHT	5 PER FIXTURE	\$	35.00	\$	175.00
EXHAUST FAN W/LIGHT	1 EA	\$	150.00	\$	150.00
VENTING L&M	1 EA.	\$	75.00	\$	75.00
HVAC					
PERMIT	1 EA	\$	150.00	\$	150.00
NEW MINI SPLIT UNIT HVAC	2 EA	\$	2,250.00	\$	4,500.00
ROOFING					
SHINGLES TO MATCH EXISTING	12 PER SQUARE	\$	300.00	\$	3,600.00
WINDOWS					
BEDROOM AND BATH WINDOWS	4 EA	\$	650.00	\$	2,600.00
FIRE SPRINKLERS/ALARM					
ADD TO EXISTING SYSTEM	1 EA	\$	3,200.00	\$	3,200.00
Insulation / Drywall / Wall Finishes					
INSULATION	1 TOTAL	\$	500.00	\$	500.00
SHEETROCK	5 PER DAY	\$	500.00	\$	2,500.00
FRP PANELING	200 PER FOOT	\$	5.00	\$	1,000.00
Cabinets / Tops					
SHELVING	1 EA	\$	190.00	\$	190.00
COUNTERTOPS	1 EA.	\$	200.00	\$	200.00
VANITY CABINET	1 EA	\$	360.00	\$	360.00
Flooring					
FLOOR TILE	300 SQ. FT.	\$	5.50	\$	1,650.00
WALL TILE IN BATHROOM	115 SQ. FT.	\$	9.00	\$	1,035.00
TIE IN	1 TOTAL	\$	65.00	\$	65.00

**William Edward Construction, LLC**

1/20/2015

CGC1516763 5114 BARNEGAT POINT ROAD 1-19-2015
9304 Morton Jones Road
Gotha, FL 34734
321-202-7438

FLOOR PREP L&M	4 TOTAL	\$ 100.00	\$ 400.00
PAINT			
PAINT (RENOVATED AREAS)	1 EA	\$ 1,500.00	\$ 1,500.00
EXTERIOR GRADING/ CLEAN UP/ DUMPSTERS			
DUMPSTERS	2 EA	\$ 275.00	\$ 550.00
CLEANING	2 TOTAL	\$ 200.00	\$ 400.00
EXTERIOR GRADING	1 EA	\$ 200.00	\$ 200.00
Labor			
DEMOLITION	30 PER HOUR	\$ 40.00	\$ 1,200.00
GENERAL LABOR	15 Per day/ hour	\$ 40.00	\$ 600.00
SUPERVISOR LABOR	80 Per day/ hour	\$ 40.00	\$ 3,200.00
TOTAL COST		\$	51,303.50
PROFIT AND OVERHEAD		12% \$	6,156.42
TOTAL		\$	57,459.92
COST PER SQ FT	360 SQ FT	\$	159.61

EXHIBIT "D"

PROMISSORY NOTE

\$57,459.92

_____, 2015

Orlando, Florida

For value received, the undersigned promises to pay the City of Orlando, a Florida municipal corporation, the principal sum of ***Fifty Seven Thousand Four Hundred Fifty Nine Dollars and Ninety Two Cents (\$57,459.92)***. Said principal shall be payable at 400 South Orange Avenue, Orlando, Florida 32802, or at such other place as the holder hereof may designate in writing, in one (1) principal installment due on July 31, 2030; provided, however, that if Borrower remains the owner of the Property and is not in default under the terms of this Note or other Loan Documents, and Borrower rents each of the six (6) SHIP-assisted units on the Property to Eligible Persons at Affordable rents for the entire Affordability Period, and is in full compliance with the terms of the SHIP Program Agreement, then the debt evidencing this Note shall be marked cancelled by the lender. During the deferment, this Note will not accrue interest.

At the option of the City, this Note shall become immediately due and payable, upon the occurrence of anyone of the following events (i) failure to comply with any SHIP regulations or with any applicable HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92; (ii) failure to comply with any of the terms contained in the SHIP Program Agreement or any other documents executed in connection with this Project or uses the funds other than as authorized by the SHIP Program Agreement; (iii) failure to timely comply with audit requirements; (iv) failure to expend SHIP funds in a timely manner or fails to meet any of the time requirements as set forth in the SHIP Program Agreement; (v) failure to construct or rehabilitate any of the Property as required by the SHIP Program Agreement; (vi) failure to rent each of the six (6) SHIP-assisted units on the Property to Eligible Persons at rents as required in the SHIP Program Agreement; (vii) if Borrower is deemed in default under any other SHIP or HOME agreements it has with the City even if unrelated to this Property or is in default under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents; (viii) if at any time any material omission or material representation made by the undersigned in any written certification or communication submitted by the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner; (ix) failure to pay any sum when due under the SHIP Program Agreement, this Note, or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by City to the undersigned; (x) failure to disclose to the City, upon demand, the names of all persons with whom the undersigned has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor; (xi) if any other default or breach of any term shall occur under the Note, or any Loan Documents; or (xii) if Borrower sells or transfers, whether involuntary or otherwise, any part of the Property.

The holder hereof may exercise this option to accelerate during any default by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, attorney's fees;

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is for the property described in **Exhibit "A"** on which six (6) SHIP-assisted units are to be rehabilitated, (the "Property") as more fully described in the SHIP Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the SHIP Program Agreement between the City of Orlando and Crystal Lake Supportive Environments, Inc. ("SHIP Program Agreement"); (iv) Declaration of Covenants and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the SHIP Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the SHIP Program Agreement.

The undersigned represents that the loan evidenced by this Note is being made solely for business, commercial or investment purposes.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, SHIP Program Agreement or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, SHIP Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

**Crystal Lake Supportive Environments, Inc.,
d/b/a ATTAIN, Inc.**

(Corporate Seal)

By:_____

Print Name:_____

Title:_____

**CITY OF ORLANDO
SHIP AGREEMENT**

EXHIBIT "E"

PREPARED BY AND RETURN TO:

Lisa R. Pearson, Esq.
Chief Assistant City Attorney
City of Orlando
400 South Orange Ave.
Orlando, FL 32801
Phone: (407) 246-2295

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE AND SECURITY AGREEMENT WITH
LOW INCOME RESTRICTIONS**

THIS MORTGAGE (herein "Mortgage") is made this _____ day of _____, 2015, executed by the Mortgagor, **Crystal Lake Supportive Environments, Inc., d/b/a ATTAIN, Inc.** with a principal address of 2710 Staten Road, Suite A, Orlando, FL, 32804 (herein referred to as the "Borrower") in favor of the Mortgagee, **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, FL, 32802 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a State Housing Initiatives Partnership (herein "SHIP") Program Agreement (the "SHIP Program Agreement"), a copy of which is on file in the City Clerk's office and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower SHIP funds in exchange for the rehabilitation of a single family home containing six (6) SHIP-assisted units to be rented to Eligible Persons at Affordable rents on the property as more fully described in the attached **Exhibit "A"** (herein the "Property") and upon other terms as set forth in the SHIP Agreement; and

WHEREAS, to ensure that the Property is rehabilitated and each SHIP-assisted unit is subsequently rented to Eligible Persons at Affordable rents, Borrower has executed in favor of Lender a note in the principal sum of ***Fifty Seven Thousand Four Hundred Fifty Nine Dollars and Ninety Two Cents (\$57,459.92)***, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), a copy of which is attached as **Exhibit "B"**, with the balance of the indebtedness, if not sooner paid, due and payable as provided in the Note.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon as provided in the Note, and all renewals, extensions and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower of even date herewith; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the SHIP Program Agreement between the Lender and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained,

Borrower does hereby mortgage, grant, convey, and assign to Lender the Property described in **Exhibit "A"**.

Together with all buildings, improvements, and tenements now or hereafter erected on the Property, and all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock appurtenant to the Property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, all machinery, apparatus, equipment, fittings, fixtures, and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property, all additions thereto, and all substitutions and replacements therefor, but specifically excluding all fixtures, equipment, machinery, furniture and other items of tangible personal property owned by tenants or guests occupying buildings on the Property. All of the foregoing real and personal property herein referred to as the "Property").

To protect the security of this Mortgage, Borrower further covenants, warrants and agrees as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note in accordance with its terms and grants Lender a lien on the Property to secure repayment of the Note.
2. Payment of Taxes, Claims and Liens. Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property, by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property, or shall transfer to bond any claim of lien filed by any such person.
3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require in a sum of not less than fair market value of the Property and for such periods as Lender shall require. All premiums on insurance policies shall be paid, by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may

designate in writing. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

4. Preservation and Maintenance of the Property. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions, and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall operate and maintain the Property in a manner to ensure compliance with applicable FHFC and SHIP regulations (i.e. §420.907, et. seq., Florida Statutes, and Rule 67-37, Florida Administrative Code, and any applicable HOME Program regulations in 24 CFR Part 92 and (g) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

5. Use of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6. Protection of Lender's Security. If the Borrower fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or fails to pay when due any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the Property or the title thereof, the Lender, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding, and take such action as the Lender deems advisable.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other

lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

8. Books and Records. Borrower shall keep and maintain at all times at Borrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable SHIP regulations, applicable HOME Program regulations, and all federal and state regulations, and copies of all written contracts, leases and other documents which affect the Property. Such books, records, contracts, leases and other documentation shall be subject to examination and inspection at any reasonable time by Lender.

9. Condemnation. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower shall apply such awards, payments, proceeds or damages, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

10. Borrower and Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefore, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

11. Forbearance by Lender not a Waiver. Any forbearance by Lender in exercising any right hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage, nor shall Lender's receipt of any awards, proceeds or damages operate to cure or waive Borrower's default in payment of sums secured by this Mortgage.

12. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of

the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

13. Event of Default and Remedies. Each of the following shall constitute an Event of Default under this Mortgage:

- (a) if Borrower fails to perform and comply with any SHIP regulation or applicable HOME provision;
- (b) if Borrower fails to punctually and properly comply with any of the terms contained in the SHIP Program Agreement or any of the other documents executed in conjunction with the project or uses the funds other than as authorized by the SHIP Program Agreement;
- (c) if Borrower fails to timely comply with audit requirements;
- (d) if Borrower fails to timely expend SHIP funds or fails to meet any of the time requirements as set forth in the SHIP Program Agreement;
- (e) if Borrower fails to rehabilitate any of the units as required by the SHIP Program Agreement;
- (f) if Borrower fails to rent each and every unit to Eligible Persons at the rental rates and income levels required by the SHIP Program Agreement or SHIP regulations;

- (g) if Borrower is deemed in default under any other SHIP or HOME agreement it has with the City even if unrelated to this loan or the Property or under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents;
- (h) if Borrower fails to pay any sum when due under the SHIP Program Agreement, the Note or any other documents executed in connection with this loan, when the same shall become due and payable and such failure to pay continues for ten (10) days after written notice thereof is sent by City to Borrower;
- (i) if at any time Borrower makes any material omission or representation in any certification or communication to the City in an effort to induce the making of this loan or the administration thereof and is determined by the City to be false, misleading, or incorrect in any material manner;
- (j) if Borrower does not disclose to the City, upon demand, the names of all persons with whom Borrower has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services or labor;
- (k) if any other default or breach shall occur under the Note, Mortgage or any loan document executed in connection with this loan by the City (herein the "Loan Documents"); or
- (l) if Borrower sells or transfers, whether involuntary or otherwise, any part of the Property.

Upon the occurrence of any Event of Default or breach of this Mortgage, the City, at its option, shall be free to retain undispersed funds, terminate the SHIP Program Agreement, accelerate the loan, which shall become and be immediately due and payable, and exercise all rights and remedies available to it under the terms of this Mortgage, or any documents executed in connection with the loan, under statutory or common law. Borrower hereby agrees to repay any loan funds not spent in accordance with this Mortgage or other Loan Documents. Borrower further agrees to pay the City any costs and reasonable attorneys' fees expended by the City to enforce the terms of this Mortgage.

14. Remedies Cumulative/No Waiver. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender.

15. Acceleration in Case of Borrower's Insolvency. To the fullest extent permitted by law, if Borrower shall voluntarily file a petition under the Bankruptcy Code, as same may from time to time be amended, or under any similar or successor statute relating to bankruptcy, insolvency,

arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a bankruptcy court or similar court, or if Borrower shall make an assignment for the benefit of creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted in this Mortgage. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Mortgage.

16. Transfers of the Property; Assumption. Except as set forth herein, if all or any part of the Property or an interest is sold or transferred by Borrower without Lender's prior written consent, the Lender may, at Lender's option declare all of the sums secured by this Mortgage to be immediately due and payable and terminate all further funding. The prospective tenant's rental payments must be "affordable" as defined by FHFC and approved by the City. Affordability is achieved when the monthly rent payment does not exceed the rent limits imposed by FHFC and is thirty percent (30%) of the Annual Gross Income of a household with an income that is Adjusted for Family Size for the households qualifying under the definition of Low Income. Qualification of new tenants shall be made by Borrower, according to the income guidelines provided by the City and Florida Housing Finance Corporation. Upon default, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Notice. Except for any notice required under applicable law to be given in another manner, each notice, demand, consent, or other approval (collectively, "notices" and singly, "notice") given under the Note, the Mortgage, and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of this Mortgage, and if to Lender at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

18. Successors and Assigns Bound; Joint and Several Liability; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as

authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

19. Governing Law and Severability. This Mortgage shall be governed by the law of the state of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

20. Waiver of Statute of Limitations. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

21. Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Mortgage and any party who now or hereafter acquires a security interest subordinate to the Lender's security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. SHIP Program Agreement. Borrower agrees to comply with the terms, covenants, and conditions of the SHIP Program Agreement between Borrower and Lender which is hereby incorporated by reference herein and made a part of this Mortgage. The definitions set forth in the SHIP Program Agreement are specifically incorporated herein by reference.

23. Appointment of Receiver; Lender in Possession. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period, Lender may in person, by agent or by a court appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.

24. Release. Upon payment of all sums secured by this Mortgage, or upon forgiveness of all such sums as set forth in the Note, and full compliance with all the terms as set forth in the SHIP Program Agreement, Lender shall execute a Release of Mortgage. Borrower shall pay all costs of recording an appropriate satisfaction or release of lien.

25. Attorney's Fees. As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court. Borrower agrees to pay all costs of collection, including attorneys' fees, including those in all appellate and bankruptcy proceedings either with or without the institution of an action or proceeding, in addition to all costs, disbursements and allowances provided by law. All such costs incurred shall be deemed to be secured by this Mortgage.

26. Environmental Hazards. Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling, or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of normal household purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property or; (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used for normal household purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as Prohibited Activities or Conditions.

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents, and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions. If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents, and contractors of Borrower and any other persons present on the Property to so comply with, (1) any program of operations and maintenance ("O&M Program") relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an "O&M Agreement")) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender's fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender's option, declare all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders, or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Government Actions").

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Borrower shall cooperate with any governmental inquiry, and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender, or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of, or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees, and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees, and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty, or obligation of Borrower contained in this paragraph, but not for any actions caused by Lender or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials," for purposes of this paragraph, includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted

hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law," for the purposes of this paragraph means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants agreements, indemnities, and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf or a Responsible Party.

27. Waiver of Jury Trial. Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

Signed in the presence of Two Witnesses:

CRYSTAL LAKE SUPPORTIVE ENVIRONMENTS, INC. (Corporate Seal)

By: _____

Signature
Print Name: _____

Name: _____

Title: _____

Signature
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of Crystal Lake Supportive Environments, Inc. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____

THIS DOCUMENT IS EXEMPT FROM THE PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTION 199.183(1), FLORIDA STATUTES

EXHIBIT "F"

PREPARED BY AND RETURN TO:

Lisa R. Pearson, Esq.
Chief Assistant City Attorney
City of Orlando
400 South Orange Ave.
Orlando, FL 32801
Phone: (407) 246-2295

**DECLARATION OF COVENANTS AND RESTRICTIONS
CONTAINING INCOME AND AFFORDABLE RENT RESTRICTIONS**

This **DECLARATION OF COVENANTS AND RESTRICTIONS** is made this ____day of _____, 2015, by **Crystal Lake Supportive Environments, Inc.**, d/b/a ATTAIN, Inc., a Florida non-profit corporation (hereinafter referred to as "Owner") in favor of the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as "City").

WHEREAS, the City has been designated by the State of Florida as an Eligible Municipality for the receipt and use of funds as provided by the State Housing Initiatives Partnership Program, as provided in §420.9072 et seq., Fla. Stat. and Rule 67-37, Florida Administrative Code (hereinafter referred to as the "SHIP Program"); and,

WHEREAS, Owner is the fee owner of the single family house located in the City of Orlando, Florida, more particularly described as follows:

**LOT 17, BLOCK B, OAKTREE VILLAGE, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 99 THROUGH
102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.**

(hereinafter referred to as the "Property"); and,

WHEREAS, Owner has applied for SHIP funds to rehabilitate the existing 4 bedroom/2 bath home to add two additional bedrooms and one bath to the Property to create six (6) SHIP-assisted units on the Property which use is and eligible activity under the SHIP Program; and,

WHEREAS, since SHIP funds are being provided to rehabilitate the Property, SHIP regulations require that certain income and rent affordability requirements be imposed for a certain period of time on the Property; and

WHEREAS, Owner and City entered into a SHIP Program Agreement to ensure Owner would use the SHIP funds to rehabilitate the Property in compliance with SHIP regulations; and

WHEREAS, City and Owner wish to ensure to FHFC and the City that the Property will continue to be maintained as affordable housing for rent to Low Income persons at Affordable rents for a period of not less than fifteen (15) years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Owner declares that said Property shall be held, transferred, encumbered, used, sold, leased, conveyed, and occupied, subject to the covenants hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. **RESTRICTION OF USE TO AFFORDABLE HOUSING.** This Property is subject to all rules and regulations of the State Housing Initiatives Partnership Program as provided in Section 420.907 et. seq., Florida Statutes, and Rule 67-37, Florida Administrative Code (the SHIP Program), which is incorporated herein by reference as if fully set forth herein. Additionally, each of the six (6) SHIP-assisted units shall only be rented to Low Income persons with a Developmental Disability at Affordable rents all as from time to time defined by FHFC as such minimum and maximum rental rates determined by FHFC and approved by the City of Orlando's Housing and Community Development Department. The Low Income persons are those that have an Annual Gross Income that does not exceed eighty percent (80%) of the median income within the Orlando Metropolitan Statistical Area. The Property must at all times meet the property standards requirements, as set forth in the SHIP Program Agreement. In addition, those affordability, and rental and other restrictions contained in the SHIP Program Agreement executed by and between Owner and Crystal Lake Supportive Environments, Inc. (D/B/A ATTAIN) dated _____, on file with the City Clerk's Office and the City's Housing and Community Development Department, is incorporated herein by this reference and made a part hereof, including the terms and definitions contained therein. A copy of this SHIP Program Agreement can be found in the City Clerk's Office and/or the Housing and Community Development Department of the City of Orlando located at City Hall, 400 South Orange Avenue, Orlando, Florida 32802. All terms shall have the definition and meaning ascribed to such terms in the SHIP Program Agreement and in the applicable rules and regulations of the SHIP Program.

2. **RIGHT OF FIRST REFUSAL.** SHIP regulations require that if the Property is offered for sale before the end of the fifteen year Affordability Period, ATTAIN shall grant an eligible non-profit organization approved by the City, a right of first refusal to purchase the Property at current market value for continued occupancy for Low Income persons with Developmental Disabilities at Affordable rents as such rents are determined annually by FHFC.

3. **BINDING NATURE OF COVENANTS.** This covenant shall run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date of Project Completion (the "Affordability Period") as defined in the SHIP Program Agreement between ATTAIN and the City.

4. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.** Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Orlando, the Florida Housing Finance Corporation or its successor, or HUD.

5. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this restrictive covenant shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

IN WITNESS WHEREOF, Owner has executed this Declaration of Covenants and Restrictions, the day and year first above written.

Signed in the presence of Two Witnesses:

**CRYSTAL LAKE SUPPORTIVE
ENVIRONMENTS, INC., d/b/a ATTAIN, Inc.**
(Corporate Seal)

Signature
Print Name: _____

By: _____

Name: _____

Signature
Print Name: _____

Title: _____

NOTARY NEXT PAGE

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this ____day of _____, 2015, by _____, as _____ of Crystal Lake Supportive Environments, Inc., d/b/a ATTAIN, Inc. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name:_____

**CITY OF ORLANDO
SHIP AGREEMENT**

EXHIBIT "G"

REQUEST FOR PARTIAL PAYMENT

TO: Housing and Community Development Department

FROM: CRYSTAL LAKE SUPPORTIVE ENVIRONMENTS, INC. (ATTAIN)

PROJECT ADDRESS: 5114 Barnegat Point Road

SHIP AWARD: \$57,459.92

REQUESTED AMOUNT:

I certify that _____% of the rehabilitation/construction work on the above referenced Project has been completed according to the SHIP Agreement between the above and the City of Orlando has been completed to date.

Said work consists of:

1.	Original Contract:	_____
2.	Net Changes by Change Orders	_____
3.	Contract Sum to Date (line 1 + 2)	_____
4.	Total completed & Stored to Date (Column G)	_____
5.	Retainage of completed work & stored materials (10%) (Column D + E + F)	_____
6.	Total Less Retainage (Line 4 less line 5 total)	_____
7.	Less Previous Payments (line 6 from previous pay application)	_____
8.	Current Payment Due	_____
9.	Balance to Finish, including retainage (line 3 less line 6)	_____

Therefore, I request that the Housing and Community Development Department pay a partial payment in the amount of \$_____ (this payment).

Authorized Signature

EXHIBIT "H"

PARTIAL RELEASE AND WAIVER OF LIEN

The undersigned lienor, in consideration of the sum of \$_____ hereby waives, releases, and relinquishes its lien and right to claim a lien for labor, services, or materials furnished through the date of _____ to _____ on the job of _____ (OWNER) _____ to the following property:

LOT 17, BLOCK B, OAKTREE VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 99 THROUGH 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

This waiver and release does not cover any retention or labor, services, or material furnished after the date specified.

The undersigned certifies that all labor, services, materials and/or equipment furnished to or for the property described herein have been provided prior to the execution and delivery of this document. The undersigned further certifies that all bills, charges, payroll, taxes and any other obligations of the undersigned for this project have been paid through the date of this document, and that there are no pending actions, claims, liens or suits for work performed, materials and/or equipment furnished for the above-described project. The undersigned further agrees to indemnify and hold harmless the Owner, Contractor and/or Contractor's surety (if any) and the City of Orlando from any and all claims that may arise in violation and/or contradiction of this document and/or pursuant to said work done, materials and/or equipment furnished through the above referenced date.

DATE: _____ 2015

NAME OF COMPANY

NAME OF AUTHORIZED AGENT

SIGNATURE OF AUTHORIZED AGENT

TITLE

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned officer, personally appeared _____ as _____ of _____ who is personally known to me or presented _____ as identification, and who did _____ take an oath, and who is known to me to be the person described in and who executed the forgoing instrument, and acknowledged to and before me that he/she is authorized to execute the forgoing instrument in the capacity and for the purposes therein expressed.

Signature of Notary _____

My Commission # and Expiration:

EXHIBIT "I"

**Waiver and Release of Lien Upon Final Payment
REQUEST FOR FINAL PAYMENT**

TO: Housing and Community Development Department

FROM: CRYSTAL LAKE SUPPORTIVE ENVIRONMENTS, INC. (d/b/a ATTAIN)

PROJECT ADDRESS: 5114 Barnegat Point Road

SHIP AWARD: \$57,459.92

REQUESTED AMOUNT:

The undersigned lienor, in consideration of the final payment in the amount of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to _____ on the job of _____ to the following described property:

Legal Description

LOT 17, BLOCK B, OAKTREE VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 99 THROUGH 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

I also certify that all of the rehabilitation/construction work on the above referenced Project has been completed according to the SHIP Agreement between the above and the City of Orlando.

Therefore, I request that the Housing and Community Development Department issue a final payment in the amount of: \$_____

Authorized Signature

Date

EXHIBIT “J”

A. Effective Date: _____

Initial Certification (IC)

 Annual Recertification (AR)

	Multifamily Rental		Other
	Transitional Housing		

Member	Names - All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
Total Cash Value of Assets D(a)		\$	
Total Income from Assets D(b)			\$
If line D(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate <u>2.0 %</u>) and enter results in D(c), otherwise leave blank.		D(c)	\$

- E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset Income
1					(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
	(a)	(b)	(c)	(d)	(e)
Totals	\$	\$	\$	\$	\$
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$

- F. **Resident Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Signature of Head of Household

Date _____

Signature of Spouse or Co-Head of Household

Date _____

- G. **Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the HOME provisions and the family or individual(s) constitute(s) a: (check one)

Very Low Income (VLI) Household means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Sixty Percent Income Household means individuals or families whose annual income does not exceed 60% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Low Income (LI) Household - means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Based upon the _____ (year) income limits for _____ Metropolitan Statistical Area (MSA) or County, Florida.

Signature of the Administrator or His/Her Designated Representative:

(Signature) _____

Name _____
(Print or type name)

Title _____

Date _____

H. Household Data (to be completed by Administrator or designee)

Number of Persons									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +

Unit Information			Special Target / Special Needs (Check all that apply)				
Number of Residents	Tenant Rent	Number of Bedrooms	Farmworker	Developmentally Disabled	Homeless	Elderly	Other

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

**CITY OF ORLANDO
SHIP AGREEMENT**

EXHIBIT "K"

TENANT QUALIFICATION PACKAGE

City Assistance Application (6 pages)

Authorization for the Release of Information

Client tax returns, if applicable

Income Verification (Third Party and Current Pay-stub) – No processor certification

Verification of Deposit (six months history for checking account and most current bank statement for savings account)

Credit Report & Addendum's

Verification of Rental History (three year)

Lease Agreement

Authorization to Use Property for Advertisement Purposes

**CITY OF ORLANDO
STATE HOUSING INITIATIVES PARTNERSHIP
AGREEMENT**

EXHIBIT "L"

MONTHLY PROGRESS REPORT/FINAL REPORT

A. Project Information

Agency: **CRYSTAL LAKE SUPPORTIVE ENVIRONMENTS, INC. (ATTAIN)**

Project Title: 5114 Barnegat Point Road

Project Start Up Date:

Estimated Project Completion Date:

B. Project Financial Summary

	Amount	Funds Invoiced to Date	Percentage (%)
Other Funding			
SHIP Funding			
Total Funding			

Percentage of Project Completed to Date: _____ % (Monthly ____ Final ____)

C. Comments (Please answer all questions)

1. Describe specific tasks completed this month.

2. Describe successes or problems encountered with the project or activity.

3. Any anticipated problems or concerns with project/activity. Please identify any technical assistance needed, requested and/or received from staff of the Housing Department.

Report prepared by: _____

Date: _____