COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM AGREEMENT

THIS CDBG AGREEMENT (hereinafter the "Agreement") is made and entered into by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida, 32801, (hereinafter referred to as the "City") **Lift Orlando, Inc.,** a Florida non-profit corporation, with a principal address of 215 E. Central Blvd., Orlando, FL, 32801 (hereinafter referred to as "LIFT" or "Subrecipient") and **Lift Orlando Community Land, LLC**, a Florida limited liability company, with a principal address of 215 E. Central Blvd., Orlando, FL , 32801 ("LOCL").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development and improvement of public facilities, as further detailed in the Consolidated Plan for Housing and Community Development Programs 2011-2015;

WHEREAS, LIFT is a private non-profit corporation which supports affordable housing and endeavors to promote and provide benefits to disadvantaged areas and members of the community to help serve local low- and moderate-income persons;

WHEREAS, LIFT submitted a proposal to utilize **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($1,250,000.00)** in CDBG funds towards the removal of asbestos and other environmental contamination at the apartment complex known as Washington Shores Apartments located at 2021 Orange Center Blvd., Orlando, Florida 32805 (the "Property") and more specifically described on the attached **Exhibit ''A''.** The Property is currently environmentally contaminated, dilapidated, vacant, fenced, boarded up and unoccupiable**.** The removal of the asbestos and other environmental contamination is part of the demolition process, so as to enable LIFT to remove the slum and blighting conditions and to prepare the site for redevelopment as a multifamily mixed income Low Income Housing Tax Credit ("LIHTC") residential property which will include approximately 160 out of 200 residential units for low-and moderate-income households (the "Redevelopment");

WHEREAS, LIFT is the sole member and manager of its wholly owned subsidiary, Lift Orlando Community Land, LLC (LOCL), which is the owner of the Property. LIFT, as the Subrecipient, is responsible for overseeing and coordinating the Project (as later defined);

WHEREAS, LOCL has entered into a Ground Lease with West Lakes Phase I, LP, a Florida limited partnership (the 'LIHTC Partnership"). Wholly-owned subsidiaries of LIFT serve as a co-general partner of the LIHTC Partnership and as a co-developer for the LIHTC Partnership and LIFT's subsidiaries will oversee and coordinate the development, financing, construction and operation of the Redevelopment of the Property. Pursuant to the Ground Lease

(as amended prior to the disbursement of any CDBG funds under this Agreement), LOCL and the LIHTC Partnership have authorized LIFT to undertake the Project with the CDBG funds allocated to LIFT under this Agreement and LIFT and LOCL are requiring the Redevelopment with the existing allocation of low income housing tax credits to the LIHTC Partnership;

WHEREAS, CDBG funds for removal of asbestos and other environmental contamination as part of clearance of the slum and blighting conditions and in preparation of the site for the redevelopment of affordable housing for occupancy by low- and moderate-income households is an eligible activity under the CDBG Program in accordance with 24 CFR §570.201(d) and meets the national objectives as required under 24 CFR §570.200(a) (2) and 24 CFR §570.208(a)(3) and §570.208(b)(2); and

WHEREAS, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the CDBG regulations by LIFT and to secure other promises of LIFT regarding the use of the funds to benefit low- and moderate-income households, as defined under the standards of eligibility established by HUD and adjusted annually, a copy of which current 2015 eligibility income levels and rents are attached hereto as **Exhibit "B"** and incorporated herein by reference.

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 LIFT agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **National Objectives and Use.** LIFT certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(3) and §570.208(b)(2).

3. **The Loan**. Under the terms and conditions of this Agreement, the City has allocated **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($1,250,000.00)** in CDBG funds to LIFT towards the removal of asbestos and other environmental contamination on the Property (the "Project"). Any funds remaining unexpended or not disbursed to LIFT by the City's Housing and Community Development Department ("HCD") as of the termination date of this Agreement may be deobligated from this Agreement and made available for other City projects as determined by HCD. LIFT shall execute or cause to be executed a promissory note, mortgage, and declaration of restrictive covenant and other loan documents (the "Loan Documents") as required by HCD. Accordingly, LIFT and LOCL shall execute a promissory note in favor of the City substantially in the form attached hereto as **Exhibit "C"** (the "Note") and incorporated herein by reference. LIFT shall cause LOCL, as owner of the Property, to execute a mortgage (the "Mortgage") to secure the Note substantially in the form attached hereto and incorporated herein by reference as **Exhibit "D"**. LIFT shall cause

LOCL, as owner of the Property, to also execute a declaration of covenants and restrictions ("Declaration of Covenants and Restrictions") substantially in the form as **Exhibit "E",** and incorporated herein by reference**,** which sets forth various covenants restricting the use of the Property to provide affordable housing to low-and moderate-income households for five (5) years (the "Use Period"). The City agrees that its lien under the Mortgage will be subordinate to both the existing recorded purchase money acquisition mortgage in favor of The Dr. P. Phillips Foundation and to: (a) the mortgage securing the construction loan for the Redevelopment; (b) the mortgage securing the State Apartment Incentive Loan ("SAIL Loan") being provided by the Florida Housing Finance Corporation for the Redevelopment; (c) the mortgage securing additional funds necessary to complete the Project and undertake demolition to be obtained from the Orange County Housing Finance Authority; (d) other necessary mortgage financing for the Redevelopment acceptable to the City in its reasonable discretion; and (e) the mortgage securing the permanent loan, or other loan obtained in the ordinary course business refinancing any of the foregoing (collectively, the "Project and Redevelopment Mortgage Financing"). Upon request, the City will enter into an Subordination Agreement, in recordable form reasonably acceptable to the City and each such mortgage lender, reflecting such subordination, including addressing any conflicting priorities in matters such as insurance requirements and payees and application of insurance proceeds.

4. **Statement of Work/Project Description.** LIFT will use these CDBG funds towards the Project as part of the clearance of the slum and blighting conditions on the Property and in preparation for the development of affordable housing for low- and moderate-income households. The Budget for this Project is attached as **Exhibit "F"** and made a part hereof by this reference. During the term of this Agreement, LIFT agrees to work diligently towards the completion of the Project and complete the Project by September 30, 2016. In the Redevelopment, each of the buildings located on the Property will be under common ownership and management. While it is anticipated that as a LIHTC project at least 70% (140) of the units in the complex will serve households with incomes at or below 60% of area median income and 10% (20) of the units will serve households at or below 50% of area median income, at a minimum, 51% (i.e. 102) of the units will be occupied by low- and moderate-income households. This development is being constructed by the LIHTC Partnership as a LIHTC project and the affordable units specified herein will comply with the affordable rents established by the LIHTC program and CDBG regulations. The current 2015 rent limits are attached hereto on **Exhibit "B**".

5. **Goals and Performance Measures; Implementation Schedule**. LIFT will perform the described tasks in conformance with the following schedule:

LIFT shall commence the Project no later than December 31, 2015. LIFT shall notify HCD in advance as to the date and time established for obtaining bids and the commencement of the removal of the environmental contamination. The Project shall be complete by September 30, 2016. By December 31, 2018, at a minimum, fifty-one percent (51%) or 102 of the units will be occupied by low-and moderate- income households at affordable rents.

6. **Expenditure of Funds/Budget.** LIFT shall use the loan proceeds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in

accordance with the Budget attached hereto as **Exhibit "F"**. Expenditures shall be directly attributable to the Project. Any changes in budget line items, including additions, must be requested in writing and must be approved by the Director of HCD, before related expenditures can be undertaken. LIFT shall be pay or cause to be paid any cost overruns over **$1,250,000.00**. LIFT shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207. If it is determined that LIFT will be unable to complete the Project within the time frame set forth in this Agreement, LIFT must submit a request for an extension to HCD for consideration. This request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can be reasonably accomplished. LIFT's failure to work diligently toward completing the Project and incidents of non–performance may result in conditions being placed on the grant funds, suspension of grant funds, or HCD may cease disbursing any other funds pursuant to this Agreement so that HCD can reallocate the funds for other uses or projects**.** Notwithstanding anything to the contrary in this Agreement, HCD 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 HCD accordingly. LIFT acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the City.

7. **Performance Monitoring**. HCD will monitor the performance of LIFT against goal and performance standards required herein. Substandard performance as determined by HCD will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by LIFT within thirty (30) days after being notified by HCD, HCD may terminate this Agreement and all funding. LIFT must return any unused funds within 5 days of the Housing and Community Development Department Director's written request.

8 . **Term**. This Agreement shall be in effect for the period commencing October 1, 2015 and terminating on December 31, 2018 ("Expiration Date"). Costs may not be incurred after September 30, 2016 without a written amendment to this Agreement. Notwithstanding anything herein to the contrary, LIFT's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, such things as making final payments, disposing of program assets, retention of records and use and maintenance requirements for the Property. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which LIFT remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations**. LIFT and LOCL shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG program requirements, 24 CFR Part 570, and other laws and regulations governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is LIFT and LOCL's responsibility to read, understand, and comply with these laws and regulations. In addition, LIFT and LOCL shall abide by any and all other applicable federal, state, or local statutes, rules, regulations, and policies governing the funds provided under this Agreement, whether presently

existing or hereafter promulgated. LIFT and LOCL shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the City's Land Development Code and Building Code. All environmental activities must be in compliance with all federal, state, and local statutes and regulations and all employees, contractors and the public must always be adequately protected.

2. **Uniform Administrative Requirements and Cost Principles**. LIFT shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610. LIFT also agrees to comply with the provisions of OMB A-110 (implemented at 24 CFR Part 84) or the related CDBG provision, as specified in 24 CFR §570.502(b). LIFT shall comply with the requirements and standards as set forth in Office of Management and Budget ("OMB") Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. LIFT also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan, if such plan is required. LIFT also agrees to comply with the Program Requirements set forth in **Exhibit "G"** which is attached hereto and made a part hereof by this reference.

3**.** **Subcontracting/Third Party Contracts**. LIFT shall procure all material, property, or services in accordance with the requirements of 24 CFR Part 84, as described in 24 CFR §570.502(b). LIFT shall insure that all contracts let in the performance of this Agreement shall be awarded on a fair, full and open competition basis in accordance with applicable procurement requirements and secure at least three (3) price bids from qualified licensed contractors. LIFT agrees that all contracts will include assurances to adhere to all related HUD CDBG regulations as stated in 24 CFR part 570. LIFT shall incorporate in any and all bid documents and contracts with third parties the required CDBG provisions and the 24 CFR §84.48 requirements, which will obligate each of its subcontractors to comply with all notices pertaining to HUD guidelines such as bidding procedures, Davis Bacon, Equal Employment Opportunity requirements, Section 3 requirements, all affirmative action laws, nondiscrimination requirements, anti-kickback requirements, federal labor standard provisions, and lobbying prohibitions issued by various federal agencies applicable to the CDBG program. LIFT shall not enter into any subcontract with any entity, agency or individual in the performance of this Agreement without the written consent and approval of HCD, prior to execution of the agreement or contract. LIFT agrees to furnish to the HCD a copy of each third party contract it enters into an agreement with for the performance of work to be undertaken within the scope of this Agreement, along with documentation concerning the selection process. The lowest and most responsive bidder shall be recommended by LIFT to HCD as the contractor. LIFT shall require and monitor compliance by all contractors, subcontractors and other third parties. LIFT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of the Project, the contractor shall file executed notices of completion and appropriate terminations and record them in Orange County Public Records. Copies of lien releases shall be filed with HCD. LIFT shall also provide HCD with documentation from all applicable environmental agencies certifying that the asbestos removal is complete.

The City shall not be obligated or liable hereunder to any party LIFT enters into agreements with for the Project.

4. **Records to be Maintained**. LIFT shall maintain all records required by 24 CFR §570.506 and 24 CFR §84.53, as modified by 24 CFR §570.502 regarding records that must be maintained for the Project. Such records shall include but are not limited to:

a.) Records providing a full description of each activity undertaken and its CDBG eligibility, including its location; and the amount of CDBG funds budgeted, obligated, and expended for the activity, including all documentation of the environmental contamination;

b.) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program (i.e. the criteria set forth in 24 CFR §570.208);

c.) Records required to determine the eligibility of activities for those listed in 24 CFR §570.506(c);

d.) Records for each activity determined to benefit low- and moderate-income persons including the income limits applied at the point of time when the benefit is determined; the total cost of the activity, including both CDBG and non-CDBG funds; the size and income of the household; rent charged for each unit assisted; and such information as necessary to show the affordability of units occupied by low- and moderate-income households;

e.) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

f.) Records which demonstrate compliance with the requirements in 24 CFR §570.505 regarding any change of use of real property acquired or improved with CDBG assistance;

g.) Records that demonstrate compliance with citizen participation requirements;

h.) Records which demonstrate compliance with requirements in 24 CFR §570.606 regarding acquisition, displacement, relocation, and replacement housing and the race, ethnicity and census tract of any households displaced;

i.) Records documenting compliance with all Fair Housing and Equal Opportunity regulations including the extent to which each racial and ethnic group and single headed households have applied for, participated in or benefitted from any program or activity;

j.) Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR §570.502 and 24 CFR §84.21 – 28 and OMB Circular A-110, including not limited to HUD closing documents,

appraisals, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress schedules signed by the appropriate parties, and/or other documentation appropriate to the nature of the activity;

k.) All leases and project financial records, including source documentation to support how CDBG funds were expended, which includes, but is not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by the general contractor, and other documentation as may be required by the City to support expenditures;

l.) Records and agreements documenting compliance with Davis Bacon and federal labor regulations; Section 3; and racial and ethnic characteristics of each entity receiving a contract or subcontract paid with CDBG funds of $25,000 or more, the amount of the contract or subcontract, data indicting which of these entities are women's business enterprises, and documentation of the affirmative steps to ensure minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts or subcontracts as sources of supplies, equipment, construction, and services;

m.) Other records necessary to document compliance with Subpart K of 24 CFR part 570;

n.) All bid documents, bids received, RFPS, RFQs and any other procurement documents;

o.) All third party or subcontracts;

p.) Detailed records of LIFT's organization, financial and administrative systems, and the specific CDBG-funded project or activities; and

q.) Such other documents as requested by HCD or HUD.

Please note that the above descriptions are brief and provide only a summary of the records LIFT is required to maintain. LIFT agrees to consult 24 CFR §570.506 for a detailed description of the required records.

5. **Retention of Records**. All records must be accurate, complete and orderly. LIFT shall retain all accounting records, financial records, statistical records, supporting documents, source documentation to support how CDBG funds were expended, and all other documents pertinent to this Agreement in accordance with the requirements of 24 CFR §84.53, as modified by 24 CFR §570.502, plus a five (5) year retention period. This retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported for the final time. LIFT shall also keep or cause to be kept documentation which demonstrates that the Property is used to provide affordable housing for low-and moderate-income persons. LIFT shall maintain or cause

to be maintained these real property records to show the Property continues to meet the national objective and shall conform with the "changes in use" restrictions specified in 24 CFR §570.503(b)(7).

Notwithstanding the above, if any records are the subject of litigation, a claim or audit, that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved or completion and resolution of all of the issues, for a period of five (5) years thereafter. As applicable, records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for real property acquired with these funds shall be retained for five (5) years after final disposition.

6. **Monitoring and Inspections/Access to Records.** In carrying out its duties and obligations under this Agreement, LIFT shall submit appropriate reports to HCD on both the status of the clearance activities and the progress of the construction and leasing of the affordable housing units. HCD shall monitor LIFT's performance and financial and programmatic compliance. LIFT and LOCL shall allow on-site monitoring of the Project and monitoring the progress of the construction of the affordable units for low and moderate income households to ensure the housing national objective is achieved. This monitoring shall occur on as frequent a basis as HCD deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. LIFT shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by HCD, HUD, or any other authorized official, representative, or designee, for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

All files and records shall be made available for review by HCD, the City's Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and any of these agencies authorized representatives, who shall have access to and the right to examine, audit, inspect, make excerpts or transcripts or copies of any said records, documents or papers related to the Project during normal business hours and any other reasonable time requested by HCD or HUD. This right also includes timely and reasonable access to LIFT's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor and it is LIFT's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by HCD and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations. This section shall survive termination of this Agreement.

7. **Audits and Financial Statements.**

(a) LIFT shall provide HCD with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed certified public accountant.

(b) In addition, if expending more than $500,000 of Federal awards during an operating year, LIFT shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §84.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall

be conducted annually. LIFT shall submit its annual audit to HCD and within one hundred twenty (120) days of the end of LIFT's fiscal year. LIFT must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, LIFT shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after HCD has notified LIFT of such non-compliance. Any reimbursement by LIFT shall not preclude HCD from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments.

(c) LIFT also agrees to allow the City's Internal Audit and Evaluation Department or other authorized representatives to conduct any audits or financial monitoring HCD feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

8. **Program Income**. It is not anticipated that this Project will generate Program Income. However if it does, LIFT shall report all Program Income, as defined at 24 CFR §570.500, in a monthly report to HCD. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to HCD within five (5) days of its receipt. Upon expiration or earlier termination of this Agreement, LIFT shall transfer all CDBG Program Income to HCD within five (5) days of the expiration or termination of this Agreement. If LIFT receives any Program Income after this Agreement expires or is terminated, LIFT shall immediately remit said Program Income balances to HCD as required in 24 CFR §570.504 (c) within five (5) days of receipt. If applicable, LIFT shall file reports of Program Income as set forth in the below section entitled " Reports".

9. **Reports**. During the environmental remediation process, LIFT shall file reports in accordance with the Reporting Schedule attached as **Exhibit "H"**. LIFT shall provide HCD with monthly, quarterly, and annual reports concerning the progress made on the Project in the form attached hereto as **Exhibit "H-1"**. The information provided should be a narrative summary of progress, including, but not limited to, the percentage of project completion, selection of contractors, utilization of MBE/WBE's, Section 3 accomplishments, expenditures and such other information as required under this Agreement. During the construction phase of the affordable housing, LIFT shall provide HCD with quarterly status reports of the percentage of completion. After the construction of the affordable housing units, LIFT shall file a quarterly Report providing leasing information including, but not limited to, tenant name, ethnicity, race, gender, head of household, income level, or other basis for determining eligibility on the Form attached as **Exhibit "H-2"**. During the five year Use period, LIFT shall annually certify that at least 51% (102) of the units remain affordable for low-and moderate- income households and are suitable for occupancy on the "Annual Rental Project Report" form attached as **Exhibit H-3**. The quarterly reports are due the 10th day of the month following the end of the quarter for March, July, September and December. Annual reports are due by October 31, 2016 for activities conducted during the preceding year (Example: October 1, 2015 – September 30, 2016).

10. **Use and Maintenance of the Facility/Reversion of Assets.** The use and disposition of property and equipment under this Agreement shall be in compliance with the

requirements of 24 CFR Part 84 and 24 CFR §'s 570.502, 570.503, 570.504, and 570.505 as applicable, which include but is not limited to the following:

1. LIFT shall transfer to HCD any CDBG funds or Program Income on hand at the time of expiration or termination of this Agreement and any accounts receivable attributable to the use of CDBG funds as required by 24 CFR §570.503 (b)(7); and

2. Any real property under LIFT 's control that was acquired or improved, in whole or in part, with CDBG funds in excess of $25,000 is either:

    a) Used to meet a CDBG national objective cited in 24 CFR §570.208 until five (5) years after expiration of the Agreement. In furtherance of this obligation, LIFT shall cause LOCL to execute a Declaration of Restrictive Covenant in favor of the City, substantially in the form attached hereto as **Exhibit "E"** and made a part of this Agreement; or

    b) if the Property is not used in accordance with Paragraph (a) above, LIFT shall pay the City an amount equal to the current fair market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition and improvement to the Property. The payment is Program Income to the City. (No payment is required after the period of time specified in 24 CFR §570.503(b)(7)(i) – 2 (a) above. The determination of LIFT's failure to provide affordable housing to low-and moderate-income households is within the sole discretion of HCD.

3. LIFT shall maintain the Property in good repair at all times and perform appropriate repairs as necessary in accordance with all applicable health, building, and safety codes of the City and state.

11. **Indirect Costs**. If applicable and requested by HCD, LIFT shall develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to HCD for approval in a form specified by HCD. This indirect cost allocation plan must be submitted before any funds will be disbursed under this Agreement.

12. **Payment Procedures/Reimbursement of Funds**. This is a cost reimbursement agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit "F"** and for which LIFT has made payment. Upon compliance with the terms of this Agreement, HCD will disburse funds to LIFT for the Project after the completion of the work has been verified and approved by HCD and after receipt and approval by appropriate HCD personnel of a "Request for Reimbursement" which shall be in accordance with the Budget specifying the expenses incurred. Reimbursements shall be requested no more frequently than once a month and shall be submitted in form and content satisfactory to HCD. All requests for reimbursement must be accompanied by adequate billing documentation of payment for eligible expenses (i.e. invoices itemizing the percentage of work completed, costs, receipts, bills from vendors, copies of checks, lien waivers, affidavits, applications, certifications, time sheets, etc.) and other supporting

documentation HCD may request. Requests for reimbursement shall include adequate documentation of expenditures and all other information described in **Exhibits "G" & "H"**, attached hereto and incorporated herein by reference. No interest shall be earned on grant proceeds. All requests for reimbursement submitted to HCD must be signed by an authorized signatory of LIFT. Notwithstanding anything to the contrary in this Agreement, HCD also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by HCD accordingly.

Notwithstanding anything herein to the contrary, LIFT shall not request reimbursement from HCD under this Agreement for any portion which has been paid from another source of revenue and further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

13. **Retention**. LIFT agrees that HCD shall retain ten percent (10%) of the loan amount (the "retention") which will be reimbursed by HCD in compliance with the terms of this Agreement. The retention shall be withheld until LIFT provides HCD with documentation that the environmental remediation is complete. If LIFT does not complete the environmental remediation, HCD will not disburse the retainage.

14. **Withholding Payments**. HCD's obligation to reimburse LIFT is conditioned on LIFT's full compliance with this Agreement. A breach of this Agreement is grounds for non-payment by HCD.

SECTION 3: DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

1. **Displacement, Relocation, Acquisition and Replacement of Housing**. In accordance with 24 CFR §570.606, LIFT shall take all reasonable steps to minimize the displacement of persons as a result of activities funded under this Agreement. Any persons displaced shall be provided with relocation assistance to the extent permitted and required under applicable regulations. LIFT shall comply with 1) the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA), and the implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); 2) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and 3) the requirements in 24 CFR §570.606(d) governing relocation policies established by the City. LIFT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations, rules, and documents. LIFT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG assisted project. LIFT shall comply with 24 CFR §570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR §570.506.

SECTION 4: PERSONNEL AND PARTICIPANT CONDITIONS

1. **Non-Discrimination**. LIFT shall at all times comply with sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. LIFT shall comply with 42 U.S.C. §5309,et. seq., 24 CFR §570.602 and 24 CFR Part 6 ; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally – assisted Programs); and implementing regulations in 24 CFR Part 1. HUD's Title VI regulations specify types of prohibited discrimination. LIFT must not, for example, based on race, color, or national origin deny a person housing or services; provide different housing or services than those provided others; subject a person to segregation or separate treatment in the receipt of housing or services; use different admission or eligibility requirements for housing or services; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

LIFT shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by LIFT shall include a provision for compliance with these regulations. LIFT shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** LIFT shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "I"**, and made a part hereof by this reference. Any contracts or subcontracts entered into by LIFT or its contractors shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/Affirmative Action employer. LIFT shall keep records and documentation demonstrating compliance with these regulations.

3. **Land Covenants**. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, LIFT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, provided that the City and the United States are beneficiaries of and entitled to enforce such covenants. LIFT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Compliance with Davis-Bacon Act**. LIFT shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Guidance on these regulations is attached hereto as **Exhibit "J"** and made a part hereof by this reference. Any construction contracts entered into by LIFT shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. LIFT shall include these federal labor standards provisions (HUD-4010 form) and a copy of the current prevailing Davis Bacon wage determination issued by the Department of Labor in each solicitation, and the award of the contract shall be conditioned upon the acceptance of the wage determination and these terms. For convenience, a copy of the current Wage Decision is attached as **Attachment** "**#1**" of **Exhibit "J"**, made a part hereof by this reference, as such exhibit may be amended from time to time. If this attached Wage Decision is no longer current at the time of contracting, LIFT must ensure that the current Wage Decision is obtained and attached. LIFT shall also ensure that a copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1321) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. LIFT shall also require the contractor to obtain weekly certified payroll reports. LIFT shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be submitted to HCD for review on a weekly basis.

5. **Copeland "Anti-Kickback" Act**. LIFT shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by LIFT shall include a provision for compliance with these regulations. LIFT shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to HCD for review on a weekly basis.

6. **Contract Work Hours and Safety Standards Act**: LIFT agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by LIFT shall include a provision for compliance with these regulations. LIFT shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to HCD for review on a weekly basis.

7. **Handicapped Accessibility Requirements**. LIFT shall design and construct the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by LIFT shall include a provision for compliance with these regulations. LIFT shall keep records demonstrating compliance with these regulations.

8. **Utilization of Minority/Women's Business Enterprises**. LIFT will use its best efforts to ensure that minority/women's business enterprises are afforded the opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. LIFT shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Any contracts entered into by LIFT shall include a provision for compliance with these regulations. LIFT shall keep records demonstrating compliance with this provision.

9. **Political Activities**. LIFT shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. LIFT further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

10. **Anti-Lobbying Provision**. LIFT shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. LIFT and any contractors who apply or bid for an award of $100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "K"** and made a part hereof by this reference. LIFT shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

11. **Conflict of Interest**. In the procurement of supplies, equipment, construction and services, LIFT shall comply with the conflict of interest rules in 24 CFR §84.42. LIFT shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §84.42. Such cases include the acquisition and disposition of real property and the provision of assistance by LIFT to individuals, businesses, and other private entities under eligible activities that authorize such assistance.

Although this summary does not intend to replace §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted by CDBG 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 CDBG 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 of for one year thereafter. The "persons" covered in 24 CFR §570.611 (c) include employees, agents, consultants officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subrecipients (LIFT) that are receiving CDBG funds. LIFT agrees and warrants that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties. LIFT shall also keep records supporting requests for waivers of conflicts.

12. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity**. LIFT shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable. LIFT shall comply with the provisions of the "Section 3 Clause", attached hereto as **Exhibit "L"** and made a part hereof by this reference, and require all subcontracts to contain a copy of the Section 3 clause. LIFT shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

13. **Faith-Based Activities**.

(a) Equal treatment of program participants and program beneficiaries.

(1) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

(c) Religious Identity. A religious organization that participates in the CDBG Program will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(d) Beneficiaries. An organization that participates in the CDBG program shall not in providing program assistance discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the

extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG -funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG -funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).

14. **Drug Free Workplace**. LIFT will provide a drug-free workplace. LIFT shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. LIFT shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "M"** and made a part hereof by this reference. LIFT shall ensure that the provisions of the clauses in **Exhibit "M"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor. LIFT will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

15. **Program Requirements**. LIFT agrees to comply and carry out all of its activities in accordance with the program requirements set forth in 24 CFR 570, subpart K.

16. **Fair Housing Act and Nondiscrimination and Equal Opportunity in Housing under E.O. 11063**. LIFT shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100; and Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

17. **Equal Access/Prohibition of Inquiry on Sexual Orientation or Gender Identity**. A determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquires made for the purpose of determining the number of bedrooms to which a household may be entitled.

18. **Resident Aliens**. LIFT shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

19. **Debarment and Suspension**. LIFT shall comply with the debarment and suspension requirements set forth in 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR Part 2424. LIFT 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 assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that LIFT has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. LIFT shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.

20. **Building, Zoning, Orlando City Code, and Permits**. LIFT agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, LIFT shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

21. **Agreement between City and HUD**. LIFT agrees that it shall be bound by the standard terms and conditions used in the CDBG Agreement between the City and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.

22. **Fees for Use of Facilities**. Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which have the effect of precluding low- and moderate-income persons for using the facilities are not permitted.

23. **Registration**. LIFT agrees to maintain a current registration in the federal System for Award Management ("SAM") database (http://www.sam.gov) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If LIFT is not currently registered, it must do so within ten (10) days of the date LIFT executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is required for registration. LIFT shall also complete and sign the Affidavit attached hereto as **Exhibit "N"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

SECTION 5. ENVIRONMENTAL

1. **Environmental Review Requirements**. In accordance with 24 CFR §570.604 and 24 CFR Part 58, the activities under this Agreement are subject to environmental review requirements. CDBG regulations require the preparation of an Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. City staff will prepare the ERR. LIFT is not required to assume responsibility for an environmental review or

assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities (24 CFR §570.604). However, LIFT is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. LIFT shall submit to HCD any changes to the original proposed scope of work or any changes to the cost of the work so that HCD may evaluate this new information and conduct any further environmental review. This information must be submitted to HCD for approval at least 45 days prior to any commencement of work. LIFT also agrees to assist HCD in addressing environmental issues that may arise during HCD's review process.

2. **Environmental Protection**. LIFT and its contractors shall comply with all applicable standards, orders or regulations of the Clean Air Act (42 U.S.C. §7401 et. seq.); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. Section 1368); Executive Order 11738; the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et. seq.); EPA regulations pursuant to 40 CFR Part 50; National Environmental Policy Act of 1969; standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act; and HUD Environmental Review Procedures at 24 CFR Part 58. Violations shall be reported to the City, HUD and EPA.

3. **Flood Disaster Protection**. LIFT shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Parts 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

4. **Flood Insurance Program**. Should any construction or rehabilitation of existing structures with assistance provided under this Agreement occur in an area identified as having special flood hazards by the Director of Federal Emergency Management, LIFT agrees to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. LIFT agrees that if any portion of the any property improved in connection with this Project is located in a special flood hazard area that flood insurance will be required by HCD and must be provided by LIFT.

5. **Lead-Based Paint**. Lead–based paint is prohibited in the construction or rehabilitation of any properties assisted under this Agreement. LIFT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, which requires compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations at 24 CFR Part 35, of which subparts A, B, J, K, and R apply to the CDBG Program. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice shall also point out that if lead-based paint is

found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and-or abatement may be conducted. LIFT shall maintain records demonstrating compliance with these requirements.

6. **Historic Preservation**. LIFT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR §800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. LIFT shall notify the City CDBG representative immediately upon determining that a property may fall into this category.

SECTION 6: DEFAULTS AND REMEDIES

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

(a) if LIFT fails to use the proceeds of this loan in the timeframes set forth herein, subject to force majeure, or fails to use the proceeds in the manner or for the purposes set forth herein, and then fails to timely reimburse the City for such improperly used funds as required herein, and such failures continue for a period of thirty (30) days following written notice thereof given by HCD;

(b) if LIFT or LOCL fails to comply with any of the terms of this Agreement or with any regulations governing CDBG awards, including, but not limited to, 24 CFR Part 570 or fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by HCD;

(c) if LIFT is in material default under the terms of other financing or mortgages used for the Property which are senior to the Mortgage, and such default is not cured within any applicable cure period, or if there is no cure period, then within fifteen (15) days following the date of written notice to LIFT thereof;

(d) if at any time any material representation made by LIFT in any certification or communication submitted by LIFT to the City in an effort to induce the making of this Loan or the administration thereof is determined by HCD to be false, misleading or incorrect in any material manner;

(e) if LIFT does not disclose to HCD, upon demand, the name of all persons with who LIFT 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;

(f) if any default occurs under this Agreement, the Note, Mortgage, Declaration of Restrictive Covenant or any loan documents executed in connection with this

Loan by the City (herein collectively the "Loan Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Loan Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of written notice to LIFT thereof;

(g) if LIFT fails to start or complete the Project within the timeframe set forth in this Agreement, subject to force majeure;

(h) if LIFT fails to make any payment under any of the Loan Documents as and when due and such failure continues for a period of five (5) days following written notice thereof given by HCD;

(i) if LIFT improperly uses any funds provided under this Agreement and fails to timely reimburse City for such improperly used funds as required herein within ten (10) days following written demand given by HCD;

(j) if LIFT voluntarily files for bankruptcy, reorganization or any insolvency proceedings, or if a receiver is appointed for the Property, or if the Property becomes subject to the Bankruptcy Court or if there is an attachment, execution, or other judicial seizure of LIFT's assets; or

(k) if LIFT or LOCL sells or transfers the Property, without the prior written consent of the City.

Notwithstanding any of the forgoing provisions to the contrary, if LIFT has failed to cure any default within (5) days prior to the expiration of any applicable cure period, HCD may, at its sole option, cure such default, provided, however, that HCD shall be under no duty or obligation to do so.

2. **No Waiver.** Failure of HCD to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by HCD shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. **Remedies/Suspension and Termination**. If LIFT or LOCL fails to comply with any term of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement, HCD may suspend or terminate this Agreement, in whole or part, without notice, and withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, equity or under common law. If HCD terminates this Agreement due to breach of this Agreement, LIFT shall forfeit to the City all unexpended monies provided under the Agreement. At HCD's discretion, LIFT may also be required to refund all CDBG funds awarded by the City. HCD may also exercise any one or more of the actions contained in 24 CFR §85.43 (a)(1-5). HCD may also terminate this Agreement for convenience in accordance with 24 CFR §85.44.

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 7: INDEMNIFICATION AND INSURANCE

1. **Indemnification.** LIFT and LOCL shall defend, indemnify and hold harmless the City, including its officers, directors, appointed and elected officials, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with LIFT's performance or

non-performance of this Agreement or because of or due to the existence of the Agreement itself.

2. **Environmental Indemnification**. LIFT and LOCL 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 LIFT hereby recognizes and acknowledges that the City is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary or in the other Loan Documents to the contrary, this indemnification provision shall survive the termination of this Agreement.

3. **Insurance.** Without limiting LIFT's indemnification, LIFT 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 HCD prior to execution of this Agreement. HCD 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 LIFT's performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished by LIFT 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, LIFT shall provide HCD with evidence of the renewal of said insurance policies in a form satisfactory to HCD.

c.) The policies and insurance which may be required by HCD 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. Workers' Compensation insurance for all of its employees in an amount and with coverage to meet all requirements of the laws of the State of Florida.

3. Flood Insurance. Flood insurance as required under applicable HUD regulations.

4. Bonding and Insurance requirements. Bonding and insurance requirements of 24 CFR §84.31 and §84.48.

SECTION 8: MISCELLANEOUS PROVISIONS

1. **Assignment.** LIFT shall not assign or transfer any interest in this Agreement 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 by LIFT or anyone it assists.

3. **Independent Contractor**. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between the City and LIFT. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as LIFT is an independent contractor. LIFT agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of any positions funded in whole or in part with CDBG funds.

4. **Severability.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Agreement is held to be invalid by any court of competent

jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

5. **Entire Agreement/Modification**. This Agreement, together with all of the Exhibits, constitutes the entire Agreement between the parties hereto, and supercedes any prior agreement (including any CDBG Loan Commitment or contribution obligation under the recorded Development Agreement issued by the City to LIFT, LOCL, or the LIHTC Partnership) with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.

6. **Notices**. Whenever by the terms of this Agreement, notice is to 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
Housing and Community Development Department
City of Orlando
400 S. Orange Avenue, 7th Floor
Orlando, Florida 32802

B. Eddy Moratin, President
LIFT Orlando, Inc.
215 E. Central Blvd.,
Orlando, FL 32801

C. Eddy Moratin, President
LIFT Orlando Community Land, LLC
215 E. Central Blvd.,
Orlando, FL 32801

Copies of all notices hereunder shall be effective only upon delivery or attempted delivery when sent as provided above, and will be sent simultaneously in the same manner to:

Lowndes, Drosdick, Doster, Kantor & Reed, P. A.
215 N. Eola Drive
Orlando, Florida 32801
Attention: William T. Dymond, Jr., Esquire

West Lakes Phase I Partners, LLC, General Partner
West Lakes Phase I, LP
c/o Columbia Residential
1718 Peachtree Street, N.W.Suite 684 – South Tower
Atlanta, Georgia 30309
Attention: James S. Grauley, President, COO

and

Broad and Cassel
390 North Orange Avenue. Suite 1400
Orlando, Florida 32801
Attention: Randal Alligood, Esquire

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

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals this _____ day of _____, 2015.

ATTEST:

By: _____
Celeste T. Brown, City Clerk

City of Orlando, Florida, a municipal corporation, organized and existing under the laws of the State of Florida

By: _____
Mayor / Mayor Pro Tem

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this _____ day of _____, 2015, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and the 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

Signatures Continue Next Page

Signed, sealed and delivered
in the presence of two witnesses:

_____
Print Name: _____

_____
Print Name: _____

LIFT ORLANDO COMMUNITY LAND, LLC,
a Florida limited liability company

By: Lift Orlando, Inc.,
a Florida non-profit corporation,
its Manager

By: _____
Name: Eddy Moratin
Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Eddy Moratin, as President as President of Lift Orlando, Inc., a Florida not-for-profit corporation, as Manager of **LIFT ORLANDO COMMUNITY LAND, LLC**, a Florida limited liability company on behalf of the corporation and company. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2015.

_____
Notary Public
Print Name:_____

Signed, sealed and delivered
in the presence of two witnesses:

_____
Print Name: _____

_____
Print Name: _____

LIFT ORLANDO, INC., a Florida non-profit corporation (Corporate Seal)

By: _____
Eddy Moratin, President

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this _____ day of _____, 2015, by Eddy Moratin, as President of Lift Orlando, Inc., a Florida non-profit corporation. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

_____
NOTARY PUBLIC

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2015.

_____
Chief Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

2021 Orange Center Boulevard (Washington Shores Apartments)

LOT 1, BLOCK C, TAMORANGE, AS RECORDED IN PLAT BOOK 1, PAGE 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THAT CERTAIN TWENTY (20) FOOT WIDE PRIVATE ALLEY ABUTTING SAID LOT ON THE EAST SIDE THEREOF.

EXHIBIT "B"

Note: The hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD released 3/6/2015
FHFC Posted : 3/8/2015

2015 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs -- Except HOME and SHIP
CWHIP Homeownership Program

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Orange County	**25%**	**10,225**	**11,675**	**13,125**	**14,575**	**15,750**	**16,925**	**18,075**	**19,250**	**20,405**	**21,571**	**255**	**273**	**328**	**379**	**423**	**466**
(Orlando-Kissimmee-	28%	**11,452**	**13,076**	**14,700**	**16,324**	**17,640**	**18,956**	**20,244**	**21,560**	**22,854**	**24,160**	286	306	367	424	473	522
Sanford MSA)	**30%**	**12,270**	**14,010**	**15,750**	**17,490**	**18,900**	**20,310**	**21,690**	**23,100**	**24,486**	**25,885**	**306**	**328**	**393**	**454**	**507**	**559**
	33%	13,497	15,411	17,325	19,239	20,790	22,341	23,859	25,410	26,935	28,474	337	361	433	500	558	615
	35%	**14,315**	**16,345**	**18,375**	**20,405**	**22,050**	**23,695**	**25,305**	**26,950**	**28,567**	**30,199**	**357**	**383**	**459**	**530**	**592**	**653**
	40%	16,360	18,680	21,000	23,320	25,200	27,080	28,920	30,800	32,648	34,514	409	438	525	606	677	746
	45%	**18,405**	**21,015**	**23,625**	**26,235**	**28,350**	**30,465**	**32,535**	**34,650**	**36,729**	**38,828**	**460**	**492**	**590**	**682**	**761**	**839**
	50%	20,450	23,350	26,250	29,150	31,500	33,850	36,150	38,500	40,810	43,142	511	547	656	758	846	933
	55%	**22,495**	**25,685**	**28,875**	**32,065**	**34,650**	**37,235**	**39,765**	**42,350**	**44,891**	**47,456**	**562**	**602**	**721**	**833**	**930**	**1,026**
	60%	24,540	28,020	31,500	34,980	37,800	40,620	43,380	46,200	48,972	51,770	613	657	787	909	1,015	1,119
Median: 58,300	**80%**	**32,720**	**37,360**	**42,000**	**46,640**	**50,400**	**54,160**	**57,840**	**61,600**	**65,296**	**69,027**	**818**	**876**	**1,050**	**1,213**	**1,354**	**1,493**
	120%	49,080	56,040	63,000	69,960	75,600	81,240	86,760	92,400	97,944	103,541	1,227	1,314	1,575	1,819	2,031	2,239
	140%	**57,260**	**65,380**	**73,500**	**81,620**	**88,200**	**94,780**	**101,220**	**107,800**	**114,268**	**120,798**	**1,431**	**1,533**	**1,837**	**2,122**	**2,369**	**2,612**
HERA Special Limits	**25% - HS**	**10,750**	**12,275**	**13,800**	**15,325**	**16,575**	**17,800**	**19,025**	**20,250**	**21,455**	**22,681**	**268**	**287**	**345**	**398**	**445**	**490**
per Section 142(d)(2)(E)	28% - HS	12,040	13,748	15,456	17,164	18,564	19,936	21,308	22,680	24,030	25,403	301	322	386	446	498	549
(est. 2011)	**30% - HS**	**12,900**	**14,730**	**16,560**	**18,390**	**19,890**	**21,360**	**22,830**	**24,300**	**25,746**	**27,217**	**322**	**345**	**414**	**478**	**534**	**589**
For use by projects that	33% - HS	14,190	16,203	18,216	20,229	21,879	23,496	25,113	26,730	28,321	29,939	354	379	455	526	587	648
placed in service at least	**35% - HS**	**15,050**	**17,185**	**19,320**	**21,455**	**23,205**	**24,920**	**26,635**	**28,350**	**30,037**	**31,753**	**376**	**402**	**483**	**558**	**623**	**687**
one building on or	40% - HS	17,200	19,640	22,080	24,520	26,520	28,480	30,440	32,400	34,328	36,290	430	460	552	638	712	785
before 12/31/2008	**45% - HS**	**19,350**	**22,095**	**24,840**	**27,585**	**29,835**	**32,040**	**34,245**	**36,450**	**38,619**	**40,826**	**483**	**518**	**621**	**717**	**801**	**883**
	50% - HS	21,500	24,550	27,600	30,650	33,150	35,600	38,050	40,500	42,910	45,362	537	575	690	797	890	981
	55% - HS	**23,650**	**27,005**	**30,360**	**33,715**	**36,465**	**39,160**	**41,855**	**44,550**	**47,201**	**49,898**	**591**	**633**	**759**	**877**	**979**	**1,080**
	60% - HS	25,800	29,460	33,120	36,780	39,780	42,720	45,660	48,600	51,492	54,434	645	690	828	957	1,068	1,178

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

Exhibit "C"

CITY OF ORLANDO
COMMUNITY DEVELOPMENT BLOCK GRANT
PROMISSORY NOTE

_____, 2015

U.S. $1,250,000.00 **Orlando, Florida**

For value received, the undersigned promises to pay the City of Orlando, a Florida municipal corporation (the "City"), the principal sum of **One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00).** Said principal shall be payable at 400 South Orange Avenue, Orlando, Florida 32801, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of **One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00)** due on December 31, 2023 (as extended, if necessary, in connection with any subordination agreement, to be coterminous with the maturity date for any of the Project and Redevelopment Mortgage Financing); however, if Borrower is not then in default under the terms of this City of Orlando Community Development Block Grant Promissory Note (the "Note") or under then in default under the CDBG Loan Agreement or any of the other Loan Documents, as hereafter defined, then in that event, but only in that event, on December 31, 2023, the debt evidenced by this Note shall be forgiven in its entirety. The terms of the CDBG Loan Agreement are incorporated herein by reference including the definitions set forth in the CDBG Loan Agreement.

Notwithstanding the above, at the option of the holder hereof, this Note shall become immediately due and payable, without notice or demand upon the occurrence of any one of the following events: (a) if Borrower fails to use the proceeds of this loan in the timeframes set forth in the CDBG Loan Agreement, subject to force majeure, or fails to use the proceeds in the manner or for the purposes set forth in the CDBG Loan Agreement, and then fails to timely reimburse the City for such improperly used funds as required thereunder, and such failures continue for a period of thirty (30) days following written notice thereof given by the City; (b) if Borrower fails to comply with any of the terms of the CDBG Loan Agreement or with any regulations governing CDBG awards, including, but not limited to, 24 CFR Part 570, or fails to comply with any of the terms contained in the CDBG Loan Agreement and such failure continues for a period of thirty [30] days following written notice thereof given by the Lender; (c) any default occurs under this Note, the CDBG Loan Agreement, the Mortgage, or any of the loan documents executed by the Borrower in connection with this loan by the Lender (herein collectively the "Loan Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Loan Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of written notice to Borrower thereof; or (d) any other Event of Default listed in the CDBG Loan Agreement.

If any default under this Note remains uncured for thirty (30) calendar days or more following the holder sending written notice to Borrower of such default, the outstanding principal balance of this Note shall bear interest during the period in which the undersigned is in default at

a rate of ten percent (10%) per annum, or, if such increased rate of interest may not be collected from the undersigned under applicable law, then at the maximum increased rate of interest, if any, which may be collected from the undersigned under applicable law. Unless forgiven, in writing, by the holder hereof, unpaid, accrued default interest shall be added to the then outstanding principal indebtedness.

From time to time, without affecting the obligation of the undersigned or the successors or assigns of the undersigned to pay the outstanding principal balance of this Note and observe the covenants of the undersigned contained herein, without affecting the guaranty of any person, corporation, partnership or other entity for payment of the outstanding principal balance of this Note, without giving notice to or obtaining the consent of the undersigned, the successors or assigns of the undersigned or guarantors, and without liability on the part of the holder hereof, the holder hereof may, at the option of the holder hereof, extend the time for payment of said outstanding principal balance or any part thereof, reduce the payments thereon, release anyone liable on any of said outstanding principal balance, accept a renewal of this Note, modify the terms and time of payment of said outstanding principal balance, join in any extension or subordination agreement, release any security hereof, take or release other or additional security, and agree in writing with the undersigned to modify the rate of interest or period of amortization of this Note or change the amount of the monthly installments payable hereunder.

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 secured by a Mortgage and Security Agreement of even date herewith, as amended (the "Mortgage"), **covering the property located at 2021 Orange Center Blvd., Orlando, Florida, 32803** (the "Property") as more fully described in the Mortgage.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the Community Development Block Grant/LIFT Orlando, Inc. Program Agreement ("the CDBG Loan Agreement"); (iv) Declaration of Restrictive Covenant; 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.

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, CDBG Loan Agreement, the Mortgage 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, the Mortgage 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, Mortgage 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, the Mortgage, CDBG Loan 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.

Repayment of this Note is subject to subordination to the Project and Redevelopment Mortgage Financing as provided in the CDBG Loan Agreement.

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

LIFT ORLANDO COMMUNITY LAND, LLC,
a Florida limited liability company

By: Lift Orlando, Inc.,
a Florida non-profit corporation,
its Manager

By: _____
Name: Eddy Moratin
Title: President

LIFT ORLANDO, INC., a Florida non-profit corporation (Corporate Seal)

By: _____
Eddy Moratin, President

EXHIBIT "D"

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

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter "Mortgage") is made this ___ day of _____, 2015, by the Mortgagor, **Lift Orlando Community Land, LLC,** a Florida limited liability corporation, with a principal address of 215 E. Central Blvd., Orlando, FL, 32801, (hereinafter referred to as "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 (hereinafter "Lender").

WHEREAS, Borrower, Lender, and Lift Orlando, Inc. (Lift) have entered into a CDBG Loan Agreement (the "CDBG Loan Agreement"), a copy of which is on file in the City Clerk's Office of the City of Orlando, 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 Lift and Borrower, CDBG funds for Lift's removal of the asbestos and other environmental contamination which is part of the demolition process, so as to enable LIFT to remove the slum and blighting conditions and to prepare the site for redevelopment of multifamily mixed income Low Income Housing Tax Credit ("LIHTC") residential property which will include approximately 160 out of the total of 200 residential units for low-and moderate-income households on the Property, as later defined, and for the continued use of the Property as affordable housing to serve the needs of low- and moderate-income households as described in the CDBG Loan Agreement.

WHEREAS, to ensure, among other things, that the environmental remediation of the Property is completed and Borrower continues use of the Property as set forth in the CDBG Loan Agreement and other Loan Documents executed in connection therewith, Borrower has executed a Note in favor of the Lender and is indebted to Lender in the principal sum of **One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00),** which indebtedness is evidenced by Borrower's CDBG Promissory Note dated of even date herewith (hereinafter "Note"), a copy of which is attached hereto as **Exhibit "A"**, 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 CDBG Loan 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 following described real property located in Orange County, Florida:

[SEE ATTACHED EXHIBIT "B"]

Together with all Borrower's interests in all buildings, structures, improvements and tenements now or hereafter erected on the Property; all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and therefor; all rents, royalties, mineral, oil and gas rights and profits, water rights and water stock appurtenant to the Property; 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; 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; all leasehold estates and all leases or subleases of the Property, or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; 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 and all additions thereto; and all proceeds, products, substitutions, additions, renewals, accessions and replacements of any of the foregoing items. All of the foregoing real and personal property herein referred to as the "Property").

TO HAVE AND TO HOLD the said Property unto the Lender, in fee simple. To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. **Payment of Principal and Interest**. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.

2. **Community Development Block Grant Loan Agreement**. The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the

covenants and conditions of the Community Development Block Grant Program Agreement (herein the "CDBG Loan Agreement") between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.

3. **Charges; Liens.** Borrower shall pay or cause to be paid 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 or cause to be furnished to Lender all receipts evidencing such payments. Borrower shall pay or cause to be paid, when due, the claims of all persons supplying labor or materials to or in connection with the Property.

4. **Leases, Subleases and Easements.** Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property; shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all leases, subleases, or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Borrower shall not, without the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement, or make any modification or amendment that would violate any terms of the CDBG Loan Agreement or violate any of the CDBG regulations governing this Property.

5. **Insurance.** Borrower shall keep or cause to be kept 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 and in such amounts and for such periods as Lender shall require. Borrower shall also cause to be maintained commercial general liability insurance with Lender named as an additional insured in such amounts and for such periods as Lender may require. Borrower shall also maintain worker's compensation insurance, subject to the statutory limits of the State of Florida, and employer's liability insurance with a limit of no less than $500,000.00 per accident, per employee. All premiums on the foregoing insurance policies shall be paid by Borrower or Borrower's affiliates 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 of 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.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and Lender. In the event Borrower is otherwise in default hereunder, Borrower hereby authorizes and empowers Lender as attorney in fact for such Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property, so long as Borrower is not in material uncured default hereunder or (b) only if Borrower is in default and Lender has accelerated the indebtedness evidenced by the Note, to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due provided, however, that if the holders of the mortgages securing the Project and Redevelopment Mortgage Financing permit or require use of insurance proceeds for restoration or repair of the Property, then the Lender shall also permit use of insurance proceeds for such restoration and repair.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of any future installments. If the Property is sold or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. **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 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 use and operate, and shall require its lessees or licensees to use or operate, the Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions and with all applicable requirements of any lease or sublease now or hereafter affecting the Property, (g) shall operate and maintain the Property in a manner to ensure compliance with applicable U.S. Department of Housing and Urban Development (HUD) and

Community Development Block Grant regulations, and (h) 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 tenant or 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.

7. **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.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof. 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 Event of 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. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

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

10. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated above, 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 Community Development Block Grant and federal regulations, compliance with the CDBG Loan Agreement and copies of all written contracts, leases and other mortgages or other interests which affect the Property. Such books, records, contracts leases, other documentation and mortgages shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

11. **Condemnation.** Borrower shall promptly give written notification to 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 authorizes Lender, at Lender's option, as attorney in fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award or payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, 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.

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. **Events of Default**. The following shall constitute an Event of Default under this Mortgage:

(a) if Borrower fails to use the proceeds of this loan in the time frames set forth herein, subject to force majeure, or fails to use the proceeds in the manner or for the purposes set forth herein, and then fails to timely reimburse Lender for such improperly used funds as required herein, and such failures continue for a period of thirty (30) days following written notice thereof given by Lender;

(b) if Borrower fails to comply with any of the terms of this Agreement or with any of the regulations governing CDBG awards, including, but not limited to, 24 CFR Part 570, or fails to comply with any of the terms contained in the CDBG Loan Agreement and such failure continues for a period of thirty [30] days following written notice thereof given by the Lender;

(c) if Borrower is in material default under the terms of other financing or mortgages used for the Property which are senior to this Mortgage, and such default is not cured within any applicable cure period or, if there is no cure period, then within fifteen (15) days following the date of written notice to Borrower;

(d) if at any time any material representation made by Borrower in any certification or communication submitted by Borrower to the Lender in an effort to induce the making of this Loan or the administration thereof is determined by the Lender to be false, misleading or incorrect in any material manner;

(e) if Borrower does not disclose to the Lender, upon demand, the name 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 and/or labor;

(f) if any default occurs under the Note, the CDBG Loan Agreement, this Mortgage, the Declaration of Restrictive Covenant or any of the loan documents executed by the Borrower in connection with this loan by the Lender (herein collectively the "Loan Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Loan Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of written notice to Borrower thereof;

(g) if Borrower fails to complete the Project within the timeframe set forth in the CDBG Loan Agreement, subject to force majeure;

(h) if Borrower fails to make any payment under any of the Loan Documents as and when due and such failure continues for a period of five (5) days following written notice thereof given by Lender;

(i) if Borrower improperly uses any funds provided under the CDBG Loan Agreement and fails to timely reimburse Lender for such improperly used funds as required herein within ten (10) days following written demand given by Lender;

(j) if Borrower voluntarily files for bankruptcy, reorganization or any insolvency proceedings, or if a receiver is appointed for the Property, or if the Property becomes subject to the jurisdiction of the Bankruptcy Court or if there is an attachment, execution

or other judicial seizure of Borrower's assets; or

(k) if Borrower sells or transfers the Property without the prior written consent of the City.

Notwithstanding any of the foregoing provisions to the contrary, if Borrower has failed to cure any Event of Default within five (5) days prior to the expiration of any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so.

14. **Remedies.** Upon the occurrence of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding; (ii) Lender may take immediate possession of the Property or any part thereof by way of a court-appointed receiver as discussed in this Mortgage and manage, control or lease the same to such person and at such rental as it may deem proper and collect all rents, issues and profits therefrom; and (iii) Lender shall be free to terminate the CDBG Loan Agreement, withhold all funding, demand repayment for any amounts disbursed, and/or exercise all rights and remedies available to it under the terms of the CDBG Loan Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §84.43(a)(1-5).

15. **Remedies Cumulative.** 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.

16. **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 therefor, 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.

17. **No Waiver.** Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.

18. **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.

19. **Transfers of the Property or Beneficial Interests in Borrower; Assumption**. Unless otherwise consented to in writing by Lender, on sale or transfer of all or any part of the Property, or any interest therein, Lender may, at Lender's option, declare all of the sums secured by this Mortgage and Note to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage or by state or federal law.

20. **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, this Mortgage and any other Loan Document, shall be in writing and shall be given and effective in accordance with the notice provisions of the CDBG Loan Agreement.

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 delivery by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage 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.

21. **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.

22. **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.

23. **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.

24. **Attorney's Fees**. If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all costs of collection, including attorneys' fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

25. **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 comparable commercial properties or for normal business 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 in the operation and maintenance of comparable commercial properties or for normal business 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 to the best of its knowledge, except as otherwise disclosed in writing to Lender prior the date hereof including in environmental studies and reports obtained or provided to Lender (it being acknowledged that the Loan is being obtained and used to properly abate and remediate pre-existing asbestos and lead-based paint and other contamination of the Property), 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

operation 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 of foreclosure 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, 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 of a Responsible Party.

26. **Cross Default**. Subject to notice and cure periods as provided herein, a default under any other agreement, loan or mortgage, whether with this Lender or not, which is senior and superior to this Mortgage is deemed a default under this Mortgage, the CDBG Loan Agreement and all other Loan Documents. As provided in the CDBG Loan Agreement, the lien of this Mortgage is subordinate to the Project and Redevelopment Mortgage Financing, and Lender has agreed to enter into subordination agreements reasonably acceptable to Lender with respect to the Project and Redevelopment Mortgage Financing

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.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Borrower has caused this Mortgage to be duly executed as of the date first set forth above.

Signed, sealed and delivered
in the presence of two witnesses:

_____
Print Name: _____

_____
Print Name: _____

LIFT ORLANDO COMMUNITY LAND, LLC,
a Florida limited liability company

By: Lift Orlando, Inc.,
a Florida non-profit corporation,
its Manager

By: _____
Name: Eddy Moratin
Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Eddy Moratin, as President of Lift Orlando, Inc., a Florida not-for-profit corporation, as Manager of **LIFT ORLANDO COMMUNITY LAND, LLC**, a Florida limited liability company on behalf of the corporation and company. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2015.

_____
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 "B"

LEGAL DESCRIPTION

2021 Orange Center Boulevard (Washington Shores Apartments)

LOT 1, BLOCK C, TAMORANGE, AS RECORDED IN PLAT BOOK 1, PAGE 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THAT CERTAIN TWENTY (20) FOOT WIDE PRIVATE ALLEY ABUTTING SAID LOT ON THE EAST SIDE THEREOF.

EXHIBIT "E"

PREPARED BY AND RETURN TO:
Lisa R. Pearson
Chief Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Phone: (407) 246-2295

DECLARATION OF RESTRICTIVE COVENANT- CDBG USE RESTRICTION

THIS DECLARATION OF RESTRICTIVE COVENANT is made this _____ day of _____, 2015, by **Lift Orlando Community Land, LLC,** a Florida limited liability company (hereinafter "LOCL"), with a principal address of 215 E. Central Blvd., Orlando, FL, 32801 in favor of the **City of Orlando**, a Florida municipal corporation (hereinafter "City").

WHEREAS, the City has been designated by the United States Department of Housing and Urban Development ("HUD") as an entitlement community for the receipt and use of Community Development Block Grant ("CDBG") funds, as provided in 24 CFR Part 570; and

WHEREAS, LOCL is the current owner of the property located at 2021 Orange Center Blvd., Orlando, 32803 and more particularly described as follows:

LEGAL DESCRIPTION

2021 Orange Center Boulevard (Washington Shores Apartments)

LOT 1, BLOCK C, TAMORANGE, AS RECORDED IN PLAT BOOK 1, PAGE 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THAT CERTAIN TWENTY (20) FOOT WIDE PRIVATE ALLEY ABUTTING SAID LOT ON THE EAST SIDE THEREOF.

(hereinafter the "Property");

WHEREAS, the City loaned CDBG funds to Lift Orlando, Inc., a Florida non-profit corporation, for the removal of asbestos and other environmental contamination on the Property which use is consistent with the purposes in 24 CFR Part 570;

WHEREAS, LIFT, LOCL, and the City entered into a CDBG Loan Agreement, a copy of which is on file with the City Clerk's Office in the City of Orlando, the definitions, terms and conditions of which are incorporated herein by reference; which provided for the terms and conditions of the City's loan to LIFT for the removal of asbestos and other environmental contamination as part of the clearance of the site for preparation for the development of affordable housing for low- and moderate-income households; and

WHEREAS, as a condition to the use of these CDBG funds, the Property must be used as affordable housing for low-and moderate-income households for a period of not less than **five (5) years**; and

WHEREAS, LIFT, LOCL, and the City wish to ensure that the Property continues to be maintained as affordable housing for low-and moderate-income households for a period of not less than **five (5)** years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, LOCL declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenant 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 of the Property.

1. **RESTRICTION OF USE.** At least 51% (or 102) of the units on the Property shall be used to provide affordable housing for low-and moderate-income households (as defined by the CDBG program who are persons 80% of median income or less within the Orlando MSA) at affordable rents as described in the CDBG Loan Agreement. The CDBG Loan Agreement executed by and between the City, LIFT, and LOCL dated _____, 2015, is on file with the City Clerk's Office and the City's Housing and Community Development Department, and contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the term and definitions contained therein. The foregoing incorporation of the CDBG Loan Agreement is not intended and shall not be construed to incorporate the indebtedness secured by the Mortgage with respect to the Property dated and recorded on or about the date hereof. All terms not defined herein shall have the same meaning described in the CDBG Loan Agreement.

If LOCL sells, transfers, encumbers, or conveys the Property (other than encumbrances under any Project and Redevelopment Mortgage Financing) to an unrelated third party without the prior written consent of the City, or fails to use the Property as set forth herein and as

required by the City under the CDBG Loan Agreement and such failure is not cured within sixty (60) days of written notice of such failure by the City to LOCL in accordance with the notice requirements of the CDBG Loan Agreement, then LOCL must reimburse the City an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the improvement to the Property, as required by 24 CFR part 570.

2. **BINDING NATURE OF COVENANTS.** This covenant is to run with the land until December 31, 2023 (the "Use Period") and shall be binding on all parties and all persons claiming under them. Upon expiration of the Use Period, the City agrees to promptly provide a written acknowledgement of such termination in recordable form at the request of LOCL.

3. **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 or by HUD.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Declaration 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, Lift Orlando Community Land, LLC has executed this Declaration of Restrictive Covenant, the day and year first above written.

Signed, sealed and delivered
in the presence of two witnesses:

_____
Print Name: _____

_____
Print Name: _____

LIFT ORLANDO COMMUNITY LAND, LLC,
a Florida limited liability company

By: Lift Orlando, Inc.,
a Florida non-profit corporation,
its Manager

By: _____
Name: Eddy Moratin
Title: President

Notary Next Page

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Eddy Moratin, as President as President of Lift Orlando, Inc., a Florida not-for-profit corporation, as Manager of **LIFT ORLANDO COMMUNITY LAND, LLC**, a Florida limited liability company on behalf of the corporation and company. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2015.

_____
Notary Public
Print Name:_____

EXHIBIT "F"

Budget for FY 2015

	LIFT	CDBG	TOTAL
Abatement	$ 67,500.00	$1,250,000.00	$1,317,500.00
7.5% Contingency	92,225.00	----------	92,225.00
TOTAL	**$ 159,725.00**	**$1,250,000.00**	**$1,409,725.00**

EXHIBIT "G"

PROGRAM REQUIREMENTS

LIFT, in addition to the terms set forth in the Agreement, shall perform its duties and obligations under this Agreement, as applicable, according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City's CDBG Program contribution shall be kept on an inventory and shall be made available to HCD for disposition upon termination of the City's CDBG assistance to LIFT.

2. LIFT hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 24 CFR Part 84 Administrative Requirements for Grants and Cooperative agreements with Institutions of Higher Education, Hospitals, and other non-profit organizations, and Federal OMB Circular A-110, Uniform Administrative Requirements-Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations.

3. LIFT's accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by HCD. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if LIFT maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. As applicable, accounting and related records of LIFT shall comprise the following as a minimum:

a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
b. Books of Original Entry – Cash receipts and disbursements journal, general ledger.
   Chart of Accounts – Listing of accounts must be maintained in the accounting system.
c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type

of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.

e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All time sheets or personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the budget submitted to HCD. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by HCD at monitoring visits.
f. Checking Accounts – A monthly bank reconciliation shall be conducted by LIFT. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
g. Purchasing Practices –Purchasing practices shall be at the very least in accordance with 24 CFR §84. LIFT must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
h. Inventories – LIFT, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
i. Property Records –LIFT is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.

5. LIFT should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to HCD staff, HUD officials and others who may be authorized to examine such records. LIFT is required to submit a statement in writing, 30 days after the execution of this contract, indicating measures taken or planned to be taken (including dates) with regard to adequate protection of records from fire. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT "H"
Reporting Schedule

A. LIFT shall submit reports as described in the Agreement.

B. LIFT shall maintain records demonstrating tenant eligibility for each low- and moderate-income household. Such data shall include tenant name, address/unit, number of persons in the household and household income and such other information requested by HCD. Such information shall be made available HCD and/or HUD monitors or their designees for review upon request. LIFT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of HCD or LIFT's responsibilities under this Agreement, is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

C. Upon fifteen (15) days notice by HCD, LIFT shall provide the information requested HCD for submission of performance or other reports to HUD.

D. Events may occur which have significant impact upon the Project and obligations under this Agreement. In such cases, LIFT shall inform HCD as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the assistance needed to resolve the situation.

2. Favorable development or events, which will enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Method of Payment:

Payments under the program shall be made on a reimbursement basis as outlined in this Agreement between the City and LIFT. LIFT shall submit monthly requests for reimbursement to HCD in accordance with the following:

1. HCD shall authorize the reimbursement of LIFT for actual expenditures outlined in the budget as expressed in **Exhibit "F"** of this Agreement, except that the HCD Director, or her designee, may approve a variance with regard to variable costs. However, at the end of six (6) months from the date of signing this contract, at least 50% of the available allocation shall have been requested and LIFT shall have completed at least half of the remediation. If less than 50% of funds have been expended, the Director or

her designee shall request a written explanation and may amend this Agreement to adjust the allocation.

2. Expenses incurred by LIFT will not be authorized for reimbursement by HCD if such expenses cannot be documented by receipts, invoices or other appropriate information. Furthermore, all requests for reimbursement submitted by LIFT to HCD shall not be reimbursable by the City if such expenditures were not expended directly in accordance with this Agreement.

3. Provided that the reimbursement requests are complete and undisputed, HCD shall authorize reimbursement of Project expenditure requests within thirty (30) days of receipt of such requests.

4. As applicable, the reimbursement requests shall include:

    a. Name and address of each contractor.
    b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
    c. Brief description of work undertaken during the month for which reimbursements are being requested.
    d. Total cost of work completed.
    e. If applicable, if outside contractors have done the work, submit the contractor's invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the Project.

Exhibit H-1

EXHIBIT ___

REQUEST FOR REIMBURSEMENT

Partial <circle one> **Final**

To: **City of Orlando, Housing and Community Development Department (HCD)**

From: **LIFT Orlando**

Project: **2021 Orange Center Blvd, Orlando, FL 32805**

Invoice #: _____

Contractor: _____
(Insert Name and Address)

Contact: _____
(Insert Telephone Number and Email Address)

I certify that _____% of the environmental remediation work on the above reference Project has been completed according to the Contract Documents and Agreements as indicated on the attached Application for Payment.

Said work consists of: _____
_____
_____

1. Original Contract Sum: $_____
2. Net Changes by Change Order(s) $_____
3. Contract Sum to Date *(line 1 plus line 2)* $_____
4. Total Completed to Date (*provide back-up documentation)* $_____
5. Retainage of Completed Work *(10% of line 4)* $_____
6. Total Less Retainage *(line 4 minus line 5)* $_____
7. Previous Payments *(line 6 from previous pay applications)* $_____
8. Current Payment Due *(line 6 minus line 7)* $_____
9. Balance to Finish, including Retainage *(line 3 minus line 6)* $_____

I have reviewed the **Contract Sum** and **Change Orders**, if any, and certify that the Current Payment Due is correct.

_____
Signature of Contractor or Representative / Date

I hereby request that the City of Orlando, Housing and Community Development Department issue reimbursement to LIFT Orlando in the amount of:

$_____ _____
(line 8 from above) Signature of Authorized Signatory of LIFT Orlando / Date

I certify that I reviewed the above referenced project and find that the Contractor appears to have completed _____% of the required environmental remediation Work according to the Contract Documents.

_____ _____
Rehabilitation Specialist / Date Housing Program Manager / Date

END OF REQUEST FOR REIMBURSEMENT FORM

EXHIBIT "H-2"

PROJECT LEASE-UP COMPLIANCE REPORT

Project Name: _____

Reporting Period: **From:** _____ **To:** _____
Submitted by: _____ **Date:** _____

Unit #	Occupancy Date	Tenant Name	# Persons	Ethnicity	Race	Gender	Age	# Bed Rooms	Max Rent	Monthly Rent	Annual Income

Exhibit H-3

ANNUAL RENTAL PROJECT REPORT

For The Reporting Period Ending _____

Project Name: _____

CHDO (If applicable): _____

Management Company (if applicable): _____

Contact Person: _____ Phone: _____

Agreement Type (Circle all that apply) HOME SHIP HHRP OTHER

OCCUPANCY INFORMATION

Total # of Occupied Units _____ # Of Very Low (50%) Units Occupied _____

Of Low (60%) Units Occupied _____

Total # Vacant Units _____ # of Very Low (50%) Units Vacant _____

# of Low (60%) Units Vacant _____

# of VERY LOW income (50% AMI) _____ 0-30% _____ 31% - 50% _____

# of LOW income (80% AMI) _____ 51%- 60% _____ 61% - 80% _____

# of Moderate Income (above 80%) _____

Average Vacancy rate (%) _____ Average Vacancy length _____ Days

on Waiting list _____

of tenants Recertified _____ # of New Tenants _____

MAJOR ACCOMPLISHMENTS LAST YEAR: (*BRIEF SUMMARY OR ADD PAGE IF DESIRED*)

GOALS FOR COMING YEAR: (*BRIEF SUMMARY OR ADD PAGE IF DESIRED*)

IDENTIFY ANY COMMUNITY/NEIGHBORHOOD ISSUES OR CONDITIONS THAT COULD IMPACT THE STABILITY OF THE PROJECT (CURRENT OR ANTICIPATED)

EXHIBIT "I"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER $10,000

A. Equal Opportunity Clause:

LIFT agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by on or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the appliance agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "J"

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Office of Labor Relations Previous editions are obsolete

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: **(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay

another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph

for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 (**2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the

applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ‘,to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete Page 4 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of

this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 **(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

Attachment #1 – Exhibit "J"

General Decision Number: FL150120 03/20/2015 FL120

Superseded General Decision Number: FL20140120

State: Florida

Construction Type: Residential

County: Orange County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/20/2015

ENGI0673-009 05/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro Crane, Locomotive Crane, Tower Crane, Truck Crane	$ 23.50	9.05
Gantry Crane, Bridge Crane	$ 22.70	9.05
Oiler	$ 19.52	9.05

---

* IRON0808-003 02/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 23.50	11.95

SUFL2009-116 06/08/2009

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER, Excludes Form Work	$ 11.85	3.29
CEMENT MASON/CONCRETE FINISHER	$ 12.19	0.00
ELECTRICIAN	$ 11.98	0.00

FENCE ERECTOR	$ 13.50	1.06
FORM WORKER	$ 14.00	0.54
INSULATOR: Batt and Blown	$ 12.01	0.00
IRONWORKER, ORNAMENTAL	$ 12.60	0.00
IRONWORKER, REINFORCING	$ 16.88	0.00
LABORER: Common or General	$ 9.50	0.00
LABORER: Mason Tender - Brick	$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.46	0.00
LABORER: Pipelayer	$ 11.79	0.00
LABORER: Roof Tearoff	$ 9.00	0.00
LABORER: Landscape and Irrigation	$ 9.15	0.00
OPERATOR: Asphalt Paver	$ 12.07	0.00
OPERATOR: Backhoe Loader Combo	$ 17.04	0.00
OPERATOR: Backhoe/Excavator	$ 12.56	0.00
OPERATOR: Bulldozer	$ 12.14	0.00
OPERATOR: Distributor	$ 11.57	0.00
OPERATOR: Forklift	$ 17.38	0.00
OPERATOR: Grader/Blade	$ 15.50	0.00
OPERATOR: Loader	$ 11.10	0.00
OPERATOR: Roller	$ 11.02	0.00
OPERATOR: Screed	$ 11.08	0.00
OPERATOR: Trackhoe	$ 15.68	0.00
OPERATOR: Tractor	$ 10.20	0.00
PAINTER: Brush, Roller and Spray	$ 13.61	0.00
PLASTERER	$ 13.59	0.00
PLUMBER	$ 15.04	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs)	$ 13.33	0.00
ROOFER: Metal Roof	$ 16.99	0.00

SHEET METAL WORKER, Includes
HVAC Duct Installation
(Excludes Metal Roof
Installation).....$ 9.95 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 10.22 0.00

TRUCK DRIVER: 4 Axle Truck.....$ 11.78 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.10 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

EXHIBIT "K"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(CORPORATE SEAL)

By: _____

Date: _____

EXHIBIT "L"

SECTION 3 ECONOMIC OPPORTUNITY

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.

C. Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.

D. Subrecipient will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that Subrecipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Subrecipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its subrecipients, and its successors, and assigns to those sanctions specified by the CDBG Loan Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

EXHIBIT "M"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Orlando and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing an ongoing drug-free awareness program to inform employees about:

      1. the dangers of drug abuse in the workplace;
      2. Subrecipient's policy of maintaining a drug-free workplace;
      3. any available drug counseling, rehabilitation, and employee assistance programs; and
      4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);

   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:

      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   E. Notify HCD and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to

every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify HCD and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: **Lift Orlando, Inc.**

Program Name:

Grant : Community Development Block Grant

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Loan covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

2021 Orange Center Blvd.

Check ____ if there are work places on file that are not identified here.

(Corporate Seal)

By: _____

Date: _____

`

EXHIBIT "N"
AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that:

I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(*please check one of the following)*

____ I attest that _____ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

_____
Signature of President/Executive Director/Board Chair

_____
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this __ day of _____, 20__, by _____on behalf of **Lift Orlando, Inc.,** (agency name) and is personally known to me or has produced _____ as identification.

_____
Notary Public
My Commission Expires: