

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Seller") and **LIFT ORLANDO, INC.**, a Florida NonProfit corporation ("Buyer"), as of the latest date upon which an authorized representative of both Seller and Buyer have executed this Contract (the "Effective Date").

RECITALS

1. Seller has entered into a Contract of Sale effectively dated March __, 2015 (the "FNMA Contract") with CAM Disposition Holdco, LLC, a Delaware limited liability company "CAM Disposition"), for the purchase by Seller of certain tracts of land, located in Orlando, Florida including those parcels more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, locally known as follows:
 - (a) Orange Manor Apartments, with a street address of 2205 Orange Center Blvd., Orlando, Florida 32805;
 - (b) Washington Shores Apartments, with a street address of 2021 Orange Center Blvd., Orlando, Florida 32805; and
 - (c) Nichols Apartments, with a street address of 541 South Cottage Hill Rd., Orlando, Florida 32805;

together with any easements, rights-of-way, licenses, interests, and rights appurtenant thereto (collectively, the "Property").

2. Buyer desires to acquire the Property.
3. Seller desires to sell the Property to Buyer on mutually agreeable terms and immediately after Seller acquires the Property pursuant to the FNMA Contract.
4. The parties acknowledge and agree that Seller's obligations to sell and convey the Property to Buyer are conditioned upon Seller obtaining title to the Property in accordance with the terms and conditions of the FNMA Contract. Buyer acknowledges that Seller has no obligation to purchase the Property.

AGREEMENT

In consideration of the mutual covenants in this Contract and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

Section 1. Sale and Purchase.

(a) Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the Purchase Price (defined below), subject to the terms and conditions set forth in this Contract.

(b) Seller shall convey the Property to Buyer subject to the Permitted Exceptions (as that term is defined in Section 3.(c) below).

Section 2. Purchase Price and Earnest Money.

(a) The purchase price for the Property, payable by Buyer to Seller at the Closing (defined below), is **Three Million Two Hundred Twenty Six Thousand Three Hundred Seventy Eight and 43/100 Dollars (\$3,226,378.43)** ("Purchase Price") which the parties agree reflects the fair market value of the Property when considered together as a portfolio sale as determined by the respective appraisals obtained by Buyer and Seller.

(b) Within two (2) business days after the Effective Date, Buyer shall deposit the sum of **Five Thousand and 00/100 Dollars (\$5,000.00)** (the "Earnest Money") with Lowndes, Drosdick, Doster, Kantor & Reed, P. A. 215 North Eola Drive, Orlando, Florida 32801, Attention: William T. Dymond, Esq. ("Escrow Agent"). If the Earnest Money is not delivered by Buyer to the Escrow Agent within the applicable required period, this Contract shall be of no force and effect and the Escrow Agent shall immediately return to Seller all executed originals of this Contract in its possession. The Escrow Agent shall hold the Earnest Money in escrow in a non-interest bearing account at an insured institution and deliver it in accordance with the provisions of this Contract.

Section 3. Title Commitment and Survey.

(a) Attached hereto as Exhibit "B" is an Owner's Commitment for Title Insurance ("FNMA Title Commitment") from Chicago Title Insurance Company (the "Title Company") which has been issued for the Property pursuant to the FNMA Contract. Promptly following the Effective Date Escrow Agent, as title agent, shall issue an Owner's Commitment for Title Insurance ("Title Commitment") from the Title Company setting forth the status of the title of the Property.

(b) Buyer acknowledges that Seller has provided Buyer with copies of existing surveys of the Property received from CAM Disposition or otherwise in Seller's possession. Buyer may, at Buyer's sole cost and expense, obtain updated or new surveys ("Survey") of the Property. Buyer acknowledges and agrees that the Closing Date (defined below) and any other deadlines set forth in this Contract shall not be extended in order for Buyer to obtain, review, or object to any such Survey.

(c) If the Title Commitment and any Survey disclose any matters which render title to the Property unmarketable, then Buyer shall give Seller written notice thereof on or before March 20, 2015, or prior to Closing with respect to any exceptions to title not reflected in the FNMA Title Commitment and added to the Title Commitment after the Effective Date, specifying those matters shown on the Title Commitment which render title unmarketable and to which Buyer objects ("Objections"). All matters shown on the Title Commitment which are not made the subject of the Objections shall be "Permitted Exceptions."

(d) Notwithstanding anything to the contrary, Buyer may not object to any matters shown on the Title Commitment (if any) which relate to laundry leases and cable television and voice, video and data provision agreements (including easements and rights of entry related thereto), and Buyer agrees to accept title to the Property subject to laundry leases and cable television and voice, video and data agreements and the laundry leases and cable television and voice, video and data agreements may not be the subject of Objections.

(e) If Buyer gives notice of Objections within the time period specified above and Seller does not cure the Objections so that the Title Commitment and Survey can be amended to give effect to matters that are cured, and give Buyer written notice thereof within the ten (10) day period following receipt of the notice of Objections from Buyer ("Cure Period"), Buyer shall have the right either (i) to terminate this Contract by giving written notice thereof to Seller within three (3) days after the expiration of the Cure Period and, upon such termination, the Earnest Money shall be returned to Buyer by the Escrow Agent and neither party hereto shall have any further rights or obligations, or (ii) to waive the Objections and consummate the purchase of the Property subject to the Objections which shall be deemed to be Permitted Exceptions. Seller agrees that it will request that CAM Disposition satisfy or bond off in accordance with Florida law any and all monetary liens on the Property in accordance with the FNMA Contract other than the lien of taxes and assessments not yet due and payable.

Section 4. Review Reports.

(a) No later than five (5) days after the Effective Date, Seller shall deliver to Buyer for Buyer's review any and all environmental reports and studies listed on Exhibit "G" hereto.

(b) No later than five (5) days after the Effective Date, Seller shall make available the following due diligence items ("Due Diligence Items"): (i) any agreements, documents or information in the possession of Seller reasonably requested by Buyer that bind the Property and materially affect its operation or use, but specifically excluding all proprietary, privileged or confidential information of Seller relating to the Property, including but not limited to, Seller's internal financial analyses, Seller's credit analyses and collection plans, materials relating to Seller's cost to acquire the Property and any documents or communications subject to the attorney/client privilege; and (ii) all plans, documents, agreements and other records in Seller's possession of any governmental entities, districts and utilities regarding the Property or otherwise impacting, restricting, or affecting the use of the Property. Seller makes no representations or warranties concerning the accuracy or completeness of any Due Diligence Items.

(c) Buyer, on behalf of itself and its Consultants (as defined in Section 5(a) hereof), represents and warrants that it shall, to the fullest extent permitted by applicable law, keep all Due

Diligence Items and other information and/or reports obtained from Seller or CAM Disposition (directly or by way of Seller), or related to or connected with the Property, CAM Disposition and/or the transaction between Seller and CAM Disposition, and the transaction contemplated by this Contract if such information includes any information concerning the transaction between Seller and CAM Disposition, confidential and, except as otherwise required by applicable law, will not disclose any such information to any person or entity without obtaining the prior written consent of Seller and CAM Disposition, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event Buyer or its Consultants shall be obligated by applicable law or order (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to them pursuant to this Contract, Buyer or its Consultants shall provide Seller and CAM Disposition with prompt notice of such request(s) so that Seller or CAM Disposition may seek an appropriate protective order and/or waive compliance with the provisions of this Contract. Buyer agrees to cooperate with Seller and CAM Disposition, at Seller's or CAM Disposition's expense in obtaining such a protective order. Notwithstanding the foregoing, if Seller believes that disclosure of the Due Diligence Items and other Property information and reports subject to this provision is necessary to obtain approval of the City of Orlando City Council for the purchase of the Property by Buyer, Seller shall provide CAM Disposition with timely written notice of such disclosure along with a copy of any confidential materials to be disclosed. CAM Disposition and shall have a right to object to such disclosure and seek such relief as may be necessary to protect the confidentiality provided for herein.

(d) Seller makes no representations or warranties of any kind as to the accuracy or completeness of any environmental reports or the Due Diligence Items provided to Buyer.

Section 5. Inspection of the Property.

(a) From and after the Effective Date and continuing until the earlier of Closing or a termination of this Contract, Buyer and its agents, contractors, engineers, surveyors and representatives, employees, and officers (collectively, "Consultants"), at Buyer's sole cost and risk, shall have the right to enter the Property to make inspections, surveys, test borings, soil analysis, and other tests, studies and surveys, including without limitation, environmental tests, borings and analysis and studies within the Property, provided Buyer has given Seller and CAM Disposition reasonable prior notice in each instance. Seller and CAM Disposition may have a representative or agent present during the Buyer's or Consultants' access of the Property. Seller and its agents and representatives shall reasonably cooperate with Buyer and the Consultants in connection with any test or inspection. Notwithstanding the foregoing, if Buyer or any Consultant wishes to engage in a Phase II environmental study or other testing or sampling of any kind with respect to soils or groundwater or other studies which would require test boring of or other intrusions into the Property or which testing would otherwise damage or disturb any portion of the Property, Buyer shall obtain Seller's and CAM Disposition's prior written consent thereto, which consent may be withheld in Seller's and CAM Disposition's sole discretion (see the penultimate sentence of this paragraph for consent to limited intrusive testing on the Washington Shores, Orange Manor and Nichols Apartments properties only). If any such testing, by any Consultant is approved, Buyer shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Seller or CAM Disposition. With respect to the Washington Shores, Orange Manor and Nichols Apartments properties only, pursuant to the

FNMA Contract, CAM Disposition has consented and Seller hereby consents to the performance by Terracon of an asbestos survey, a lead-based paint survey and limited lead in soil testing, all such tests to be performed in accordance with all applicable laws and regulations and accepted testing standards. In the event this transaction does not close for any reason whatsoever, the Buyer shall, upon request by Seller, provide to Seller copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Property, but solely to the extent allowed under any agreements applicable to such items.

(b) In accessing the Property to perform tests and studies as permitted under Section 5(a) hereof, Buyer shall not interfere unreasonably with CAM Disposition or its agents or any tenants. Buyer shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for and act as the generator with respect to any wastes generated by those tests. The Property shall be restored by Buyer or the Consultants to its original condition at Buyer's or the Consultants' sole expense following any site work by Buyer or any Consultant. Buyer shall keep the Property free and clear of any liens arising from access to the Property by it and its Consultants, and will indemnify and hold harmless the Seller and CAM Disposition against all claims, losses, damages and expenses (including reasonable attorneys' fees and costs) because of the failure to pay all costs arising from access to the Property and from the filing of any liens based on the acts or failures to act of Buyer or any Consultant, injury or death to any person or damage or loss of any kind to any property caused by the acts or omissions of Buyer or its Consultants, which obligations shall survive the termination of this Agreement.

(c) Buyer shall obtain (or cause its contractor or consultant to obtain), at Buyer's sole cost and expense, from and after the Effective Date a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities conducted by or on behalf of Buyer. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. Such insurance policy shall name Seller and its successors and assigns as an additional insured and shall be in form and substance and issued by an insurance company reasonably satisfactory to Seller. —Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by this Contract.

Section 6. Closing. The closing of this transaction (the "Closing") shall occur contemporaneously with and on the date of closing of the FNMA Contract (the "Closing Date"). Provided, however, that (a) this Agreement shall be null and void should the FNMA Contract be terminated in accordance with its terms; and (b) if the Buyer Approval is not obtained by March 23, 2015, then Seller may, at any time thereafter, cancel and terminate this Agreement by giving the Buyer written notice of such cancellation and termination in which event the Earnest Money will be returned to Buyer, Buyer will confirm in writing that this Contract has been canceled and terminated and both parties will be released from all obligations and liability hereunder except for any obligations and liabilities which expressly survive a termination of this Contract. For purposes of this Contract, the term "Buyer Approval" shall mean a written acknowledgement from Buyer that it is ready, willing, able and prepared to proceed to Closing in accordance with this Contract, it being understood by the parties that absent timely delivery of the Buyer Approval Buyer may not then be in a position to proceed to closing under this Agreement. Notwithstanding anything to the

contrary herein, in the event the Closing Date falls on the last day or second-to-last day of a calendar month, the Closing Date shall be automatically moved forward to the first business day which is not the last day or second-to-last day of such calendar month.

(a) At the Closing, all of the following shall occur, all of which are deemed concurrent conditions:

(1) Seller shall convey good and indefeasible fee simple title to the Property by a special warranty deed ("Deed"), subject only to the Permitted Exceptions, and in the form of Exhibit "C" attached hereto;

(2) Seller shall assign to Buyer (and Buyer shall assume), without recourse, representation or warranty, of any kind, all right, title and interest, if any, to be received from CAM Disposition under the FNMA Contract in any assignable plans, specifications, licenses, permits, entitlements, warranties, surveys, maps, agreements and contracts relating to the Property, subject to any rights of consent as provided therein, pursuant to a general assignment in the form of Exhibit "D" attached hereto ("General Assignment");

(3) Seller shall quitclaim (and Buyer shall accept), without recourse, representation or warranty, of any kind, all right, title and interest, if any, to be received from CAM Disposition under the FNMA Contract in and to all inventory, furniture, furnishings, decorations and other tangible personal property ("Personal Property") now existing and located upon the Property on the Closing Date (but excluding tangible personal property owned by Seller's management company or any third parties, pursuant to a bill of sale in the form of Exhibit "E" attached hereto ("Bill of Sale");

(4) Buyer, at Buyer's sole cost and expense, shall deliver or cause to be delivered to Seller through the Escrow Agent federally wired funds, in an amount equal to the Purchase Price minus the Earnest Money and adjusted by the amount of any credits due or any items chargeable to Buyer under this Contract all as set forth on settlement statements executed and delivered at Closing by the parties, such closing funds to be immediately available for acquisition of the Properties subject to and in accordance with the FNMA Contract;

(5) The Title Company must be in a position to issue as soon as practicable after the Closing an Owner Policy of Title Insurance ("Owner Policy") in the amount of the Purchase Price insuring that, after the completion of the Closing, Buyer is the owner of indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. Buyer will pay all charges for the Owner Policy;

(6) Seller and Buyer shall execute any other instrument or document necessary for the Title Company to issue the Owner Policy in accordance with Section 6(a)(5) above;

(7) Buyer shall pay all closing expenses of any kind, including, without limitation, (a) all recording fees payable in connection with the transfer of the Property; (b) documentary stamp tax due in connection with the recording of the Deed (which shall be deemed a Buyer expense hereunder to the extent that the conveyance of the Property from Seller to Buyer can not be exempted from documentary stamp taxes); (c) all title premiums or search charges incurred by Buyer for the Title Commitment, and (d) the costs of any Survey obtained by Buyer; and

(8) Seller and Buyer shall each pay their respective attorneys' fees.

(9) Buyer will reimburse Seller for any and all reasonable out of pocket expenses incurred by Seller for the acquisition of the Property and the conveyance of the Property to Buyer.

(b) There shall be no proration of any ad valorem and similar taxes and assessments, if any, relating to the Property and Seller will not be responsible for any ad valorem taxes or any assessments. The FNMA Contract requires ad valorem taxes to be paid in connection with the closing under the FNMA Contract and Seller will make commercially reasonable efforts, excluding the filing of any lawsuits or any action requiring the expenditure of funds, to cause the ad valorem taxes to be paid upon the closing of the FNMA Contract.

(c) Buyer shall notify all water, gas, electric and other utility companies servicing the Property (collectively, "Utility Companies") of the sale of the Property to Buyer and shall request that all Utility Companies send Seller a final bill for the period ending on the last day prior to the Closing Date. Buyer shall notify all Utility Companies servicing the Property that as of the Closing Date, Buyer shall own the Property and that all utility bills for the period commencing on the Closing Date are to be sent to Buyer. If any of the Utility Companies sends Seller or Buyer a bill for a period in which the Closing occurs, Buyer and Seller shall prorate such bills outside of the Closing. In connection with such proration, it shall be presumed that utility charges were uniformly incurred during the billing period. Subject to Section 3.(d) hereof, all other expenses pertaining to the operation of the Property will be prorated on an accrual basis and paid as a credit or debit adjustment to the Purchase Price.

(d) Subject to the Permitted Exceptions and the other matters described herein, Seller shall deliver possession of the Property to Buyer on the Closing Date.

Section 7. Seller's Representations and Warranties. It is expressly understood and agreed that all liability of Seller for breach of the representations and warranties contained in this Section shall terminate if no written claim of breach, specifying the representation or warranty allegedly breached and the supporting evidence for the alleged breach, shall be delivered to Seller on or prior to the date which is eleven (11) months following the Closing Date. Seller represents and warrants to Buyer that as of the date of this Contract and as of the Closing Date:

(a) Seller is a municipal corporation of the state of Florida;

(b) Seller has the full power and authority to execute, deliver and perform its obligations under this Contract and each individual executing this Contract on behalf of Seller is duly authorized to do so; and

(c) This Contract and all agreements, instruments and documents herein provided to be executed by Seller when executed and delivered to Buyer, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with their terms.

Section 8. Ineligible Purchase.

(a) Buyer is not an Ineligible Purchaser. "Ineligible Purchaser" means any Person who is, or whose Affiliate is, (i) an Embargoed Person or a person on the Federal Housing Finance Agency's Suspended Counterparty Program list (available on FHFA's website www.fhfa.gov) or any substantially equivalent future list, (ii) a Person who has been convicted of a felony involving moral turpitude in any state or federal court, (iii) a Person who is then the subject of any investigation by any governmental authority or any class action litigation in which it is alleged that it or any of its Affiliates has engaged in "predatory" or other improper lending or servicing or other unethical or improper business conduct, (iv) the Seller's Agent or an Affiliate of the Agent, (v) a Person who at any time has owned an interest in the Property, which interest was foreclosed upon or voluntarily surrendered to the party holding a lien on the Property or such interest, (vi) a Person who will finance all or any portion of the purchase price of the Property with funds (either debt or equity) directly or indirectly supplied by Fannie Mae, it being understood that the proceeds of loans originated by lenders intending to sell such loans to Fannie Mae shall be deemed to be funds indirectly supplied by Fannie Mae, or (vii) a Person who will not continue to operate the Property as a multifamily residential property, including ancillary uses consistent with multifamily residential properties.

(b) As used herein, "Embargoed Person" means any Person or government subject to trade restrictions under applicable laws, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in any such Person or government (whether directly or indirectly) is prohibited by applicable laws or the making of any loan to any such Person or government is in violation of applicable laws, "Affiliate" shall mean any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Buyer, as the case may be ("control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise) and (iii) "Person" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise.

Section 9. Seller Covenants. From the Effective Date through the Closing Date, Seller shall (i) request compliance by CAM Disposition of its obligations under the FNMA Contract with respect to the Property, (ii) not enter into any leases, (iii) not enter into any leases, (iv) not enter into any long-term service or maintenance contracts that are not cancellable by Buyer without penalty upon thirty (30) days advance notice, and (iv) promptly advise Buyer if Seller receives written notice of any actual or pending litigation affecting the Property.

Section 10. Agents. Seller and Buyer each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party in connection with this transaction. Each party shall indemnify and hold the other party harmless from any and all claims made by a third party claiming by or through the party from whom indemnification is sought, for the payment of any commission, finder's fee or similar payment due in connection with the purchase by Buyer of the Property.

Section 11. Notices.

(a) Any notice under this Contract shall be in writing and shall be deemed to have been served and received (i) when delivered in person to the address set forth below for the party to whom the notice is given, (ii) within 3 business days if placed in the United States mail, return receipt requested, addressed to such party at the address specified below, (iii) the next business day if deposited into the custody of Federal Express Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the party at the address specified below, or (iv) upon transmission if electronically transmitted to the party at the email address or telecopy number listed below, provided that the electronic transmission is confirmed by the recipient on the date of the transmission.

(b) The address of Seller under this Contract is:

City of Orlando
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-3370
Attn: Laurie J. Botts, Real Estate Manager

With a Required Copy to:

Carlton Fields Jorden Burt, P.A.
450 South Orange Avenue, Suite 500
Orlando, Florida 32801
Attn: Daniel L. DeCubellis

(c) The address of Buyer under this Contract is:

Lift Orlando, Inc.
c/o CNL Bank
450 South Orange Avenue, Suite 400

Orlando, Florida 32801
Attention: Sandy Hostetter, President

With a Required Copy to:

New Columbia Residential, LLC
1718 Peachtree St. NW, Suite 684-South Tower
Atlanta, Georgia 30309
Attn: James Grauley

And with a Required Copy to:

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

(d) From time to time either party may designate another address or telecopy number under this Contract by giving the other party advance written notice of the change.

Section 12. Termination, Default, and Remedies.

(a) If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Contract on or before the Closing Date for any reason other than Seller's prior failure to perform Seller's material obligations under this Contract, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Buyer on or before the Closing Date and retain the Earnest Money as liquidated damages and not as a penalty or forfeiture, whereupon neither party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Contract.

(b) If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract on or before the Closing Date or fails to perform any of Seller's material obligations hereunder for any reason other than due to Buyer's prior failure to perform Buyer's material obligations under this Contract, then Buyer, at Buyer's option, shall have the right either to (i) terminate this Contract by giving written notice thereof to Seller on or before the Closing Date and receive the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Contract or (ii) file, within thirty (30) days after the date of the alleged material breach by Seller, an action for specific performance of this Contract.

(c) In no event shall Buyer or Seller be liable to the other for consequential, incidental, special or punitive damages whether in contract, tort or under any other legal or equitable principal.

Section 13. Entire Contract. This Contract (including the attached addendum and exhibits) contains the entire contract between Seller and Buyer, and no oral statements or prior written matters not specifically incorporated herein is of any force and effect. No modifications are binding on either party unless set forth in a document executed by that party.

Section 14. Successors and Assigns. Subject to the restrictions on transfer set forth in Section 15 below, this Contract shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

Section 15. Assignment. Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which may be withheld in Seller's sole discretion. Notwithstanding the foregoing, Buyer may assign this Contract at Closing to Buyer's wholly-owned subsidiary which has deposited with Escrow Agent sufficient funds to consummate Closing in accordance with all terms and conditions hereof. In no event shall any assignment relieve Buyer from its obligations under this Contract. Any other purported or attempted assignment or delegation without obtaining Seller's prior written consent shall be void and of no effect.

Section 16. Time of the Essence. Time is of the essence under this Contract.

Section 17. Taking Prior to Closing. If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, Buyer may, in Buyer's sole discretion, either (i) terminate this Contract and neither party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction with an adjustment in the Purchase Price to reflect the net square footage of the Property after the taking.

Section 18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

Section 19. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce their rights under this Contract or to collect damages as a result of the breach of any of the provisions of this Contract, neither party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees and court costs, in addition to any other relief awarded by the court. The provisions of this Section will survive the Closing or the termination of this Contract.

Section 20. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 21. Business Days. If the Closing Date or the day for performance of any act required under this Contract falls on a Saturday, Sunday, or legal holiday, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

Section 22. Counterparts. This Contract may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

Section 23. Exhibit "F". Buyer acknowledges that the Property may have been built prior to 1978 and lead-based paint and lead-based paint hazards may be present on the Property. Exhibit F - Disclosure Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards, is attached hereto and incorporated herein for all purposes.

Section 24. Fire and Other Casualty. Seller will have no obligation to maintain any insurance on the Property. In the event of "material damage" by fire or other casualty to the Property prior to the Closing Date, Seller and Buyer shall each have the option, to be exercised within ten (10) days after receipt of written notice of such damage from Seller to Buyer, of terminating this Contract. Upon any such termination, the parties shall have no further right or obligation hereunder and the Earnest Money shall be returned to Buyer. In the event of "material damage" by fire or other casualty to the Property prior to the Closing Date, and neither party elects to terminate this Agreement pursuant to the terms in this Section, or in the event of damage to the Property which does not constitute "material damage," Seller shall provide Buyer with a credit to the Purchase Price at Closing in the amount of any credit provided to Seller related to damage to the Property pursuant to the FNMA Contract. In no event shall Seller be obligated to assign to Buyer any claims under any then existing fire and extended coverage insurance policies covering the Property.

As used herein, the term "*material damage*" shall mean damage that has a cost of repair and restoration in excess of ten percent (10%) of the Purchase Price.

Section 25. Disclaimer. (a) Buyer represents and warrants that Buyer has, or shall have inspected and conducted tests and studies of the Property, and that Buyer is or will be familiar, in all respects, with the condition of the Property. Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property and that no person acting on behalf of Seller is authorized to make, and that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Contract.

(b) **AS IS CONDITION.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS CONTRACT, NEITHER SELLER NOR ANY OF SELLER'S OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PRINCIPALS, OR AFFILIATES NOR ANY OF THEIR AGENTS OR REPRESENTATIVES HAS MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE

GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY; (XII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIII) DEFICIENCY OF ANY DRAINAGE; (XIV) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XV) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, FLOOD ZONE OR OTHER NATURAL HAZARD; (XVI) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER.

(c) AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 25(b) ABOVE. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY.

Section 26. Hazardous Materials. If Buyer discovers any hydrocarbon substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for corrective action or affecting the Property, Buyer shall immediately notify Seller, and if such discovery is made after the Closing, Buyer shall cause the condition to be corrected in accordance with applicable law. FROM AND AFTER THE CLOSING, BUYER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "SELLER ENTITIES") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INVESTIGATORY EXPENSES, CLEAN-UP COSTS AND REASONABLE ATTORNEY'S FEES OF WHATEVER KIND OR NATURE (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OTHER ASPECT OF THE PROPERTY, NO MATTER WHETHER EARLIER DISCOVERABLE OR NOT AND ANY

EFFORT OF BUYER AND/OR BUYER'S CONTRACTORS TO CORRECT THE SAME. THIS INDEMNIFICATION DOES NOT APPLY TO THE EXTENT ANY INDEMNIFIED MATTERS ARE CAUSED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY SELLER ENTITIES. Buyer's obligations of indemnity set forth herein shall survive the Closing and shall not be merged with the Deed.

Section 27. Waiver of Trial By Jury. Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Contract, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Contract or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise

Section 28. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department. [Note: This paragraph is provided for informational purposes.]

[Signature Page Follows]

This Contract is EXECUTED as of the Effective Date.

Witnesses:

Print Name

Print Name

BUYER:

LIFT ORLANDO, INC.,
a Florida NonProfit corporation,

By: _____

Name: _____

Its: _____

SELLER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____

Name: Laurie J. Botts

Title: Real Estate Manager of the City of
Orlando

Print Name

Print Name

Acceptance by Escrow Agent

Escrow Agent acknowledges receipt of the foregoing Contract on the date set forth below, and accepts the instructions contained therein.

Dated: _____, 2015

Escrow Agent:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
Legal Description of Property

Parcel 1

ORANGE MANOR APARTMENTS

2205 Orange Center Blvd., Orlando, Florida 32805

ALL OF BLOCK C, ORANGE CENTER MANOR, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Y, PAGE 66, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Parcel 2

WASHINGTON SHORES APARTMENTS

2201 Orange Center Blvd., Orlando, Florida 32805

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.

Parcel 3

NICHOLS APARTMENTS

541 S. Cottage Hill Rd., Orlando, Florida 32805

BEGIN 9 CHAINS EAST AND 16.5 CHAINS SOUTH OF THE QUARTER SECTION POST ON THE NORTH LINE OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 3.30 CHAINS; EAST 11.5 CHAINS; NORTH 3.15 CHAINS; WEST 11.5 CHAINS, LESS THAT PART EAST OF ROAD, AND THE SOUTH 15 FEET LYING WEST OF VINELAND ROAD OF THE FOLLOWING DESCRIBED PROPERTY:BEGINNING 9 CHAINS EAST AND 3.45 CHAINS SOUTH OF THE QUARTER SECTION POST OF THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE RUN SOUTH 13.05 CHAINS; THENCE RUN EAST 11.50 CHAINS; THENCE NORTH 13.91 CHAINS; THENCE WEST 11.53 CHAINS TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

THAT PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LAKE SUNSET SHORES, AS RECORDED IN PLAT BOOK S, PAGE97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LONG STREET (A 60 FOOT RIGHT OF WAY) FOR A

DISTANCE OF 518.02 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAGRUDER AVENUE AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 75190-2505, SHEET 9, LAST REVISED 6/75 AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1462.69 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 20 SECONDS FOR A DISTANCE OF 25.67 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 00 DEGREES 23 MINUTES 59 SECONDS EAST; THENCE SOUTH 00 DEGREES 54 MINUTES 09 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 192.35 FEET TO THE WESTERLY EDGE OF EXISTING PAVEMENT; THENCE RUN SOUTH 44 DEGREES 12 MINUTES 11 SECONDS WEST ALONG SAID WESTERLY EDGE OF EXISTING PAVEMENT FOR A DISTANCE OF 7.06 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CARTER STREET AS SHOWN ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE RUN SOUTH 89 DEGREES 18 MINUTES 31 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 516.33 FEET, THENCE RUN NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 222.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

FNMA Title Commitment

EXHIBIT "C"

Special Warranty Deed

STATE OF _____)
)
COUNTY OF _____)

KNOW ALL BY THESE PRESENTS:

THAT the **CITY OF ORLANDO**, a municipal corporation of the State of Florida ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by **LIFT ORLANDO**, a Florida NonProfit corporation ("**Grantee**"), the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of that certain real property situated in the City of Orlando, Orange County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures located thereon, and all rights, ways, privileges and appurtenances pertaining thereto (collectively, the "**Property**").

SUBJECT, HOWEVER, to each of the matters set forth in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging subject to the aforesaid encumbrances, unto Grantee, Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee's Mailing Address:

EXECUTED this _____ day of _____, 2015.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

GRANTOR:

ATTEST

By:

City Clerk

Print Name: _____

Approved as to form and legality for the use and reliance of the City of Orlando, Florida, only.

By: _____

City Attorney

Print Name:

“City”

CITY OF ORLANDO, FLORIDA, a municipal corporation of the State of Florida

By: _____

Buddy Dyer,
as Mayor of the City of Orlando

STATE OF FLORIDA-

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by
BUDDY DYER, as Mayor of the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of
the State of Florida, who [X] is personally known to me or [] has produced
as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No.

(affix seal)

EXHIBIT "A" TO DEED

LEGAL DESCRIPTION

[To Be Attached]

EXHIBIT "B" TO DEED
PERMITTED EXCEPTIONS

[To Be Attached]

EXHIBIT "D"

General Assignment

THIS GENERAL ASSIGNMENT ("Assignment") is executed by **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Seller"), and **LIFT ORLANDO**, a Florida NonProfit corporation ("Buyer"), with reference to the following facts:

A. Seller and Buyer have entered into that certain Contract of Sale dated effective _____, 2015 (the "Contract"), in which Seller has agreed to sell and Buyer has agreed to purchase the real property described in Exhibit "A" attached thereto and the improvements located thereon including the apartment complex locally known as _____ with a physical address of _____ (the "Property").

B. Pursuant to the Contract, Seller has agreed to assign, without recourse, representation or warranty, to Buyer all of Seller's right, title and interest in and to any plans, specifications, reports, licenses, permits, entitlements, warranties, surveys, maps, agreements and contracts relating to the Property to the extent assignable (collectively, the "Contracts and Documents"), subject to any rights of consent as provided therein.

THEREFORE, for valuable consideration, Seller and Buyer agree as follows:

1. Assignment. Seller hereby assigns, sells and transfers to Buyer, without recourse and without representation or warranty, and subject to the encumbrances set forth in the Special Warranty Deed from Seller to Buyer of even date herewith, all of Seller's right, title and interest, if any, in and to the Contracts and Documents (subject to any rights of consent as provided therein).

2. Assumption. Buyer hereby accepts such assignment and assumes all of the benefits and obligations of the Contracts and Documents, and agrees to perform all of the covenants and obligations of Seller under such Contracts and Documents, in each case, which accrue to the period beginning as of the date of this Assignment.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

4. Miscellaneous. This Assignment shall be binding on the parties and their respective successors and assigns. The headings to paragraphs of this Assignment are for convenient reference only and shall not be used in interpreting this Assignment.

5. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida applicable to contracts made and to be wholly performed in such state, without regard to conflicts or choice of law rules.

[Signature Page Follows]

Dated this _____ day of _____, 2015.

BUYER:

LIFT ORLANDO, INC.,
a Florida NonProfit corporation,

By: _____

Name: _____

Its: _____

SELLER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____

Name: Laurie J. Botts

Title: Real Estate Manager of the City of
Orlando

EXHIBIT "E"

Bill of Sale

For good and valuable consideration, the receipt of which is hereby acknowledged, **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Seller"), does hereby convey by quitclaim to **LIFT ORLANDO**, a Florida NonProfit corporation ("Buyer") any and all Personal Property (as defined in the Contract of Sale dated effective _____, 2015, between Seller and Buyer).

Seller has executed this Bill of Sale and quitclaimed the Personal Property and Buyer has accepted this Bill of Sale and purchased the Personal Property **AS IS AND WHEREVER LOCATED, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ANY RIGHTS OF BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY BUYER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE IN WHICH THE PERSONAL PROPERTY IS LOCATED, OR CONTAINED IN OR CREATED BY ANY OTHER LAW.**

[Signature Page Follows]

Dated this ____ day of _____, 2015.

Witnesses:

Print Name

Print Name

Print Name

Print Name

BUYER:

LIFT ORLANDO, INC.,
a Florida NonProfit corporation,

By: _____

Name: _____

Its: _____

SELLER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____

Name: Laurie J. Botts

Title: Real Estate Manager of the City of
Orlando

EXHIBIT "F"

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check [i] or [ii] below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing based on information in Phase I Environmental Site Assessments provided to Buyer and listed on Exhibit "G" to this Contract.
 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check [i] or [ii] below):
- (i) _____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): Phase I Environmental Site Assessments listed on Exhibit "G" to this Contract.
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

- (c) _____ Buyer has received copies of all information listed above.
- (d) _____ Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

- (e) _____ Buyer (check [i] or [ii] below):
- (i) _____ has received, or will receive during the Option Diligence Period, as defined and set forth in the attached Contract between Seller and Buyer, a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

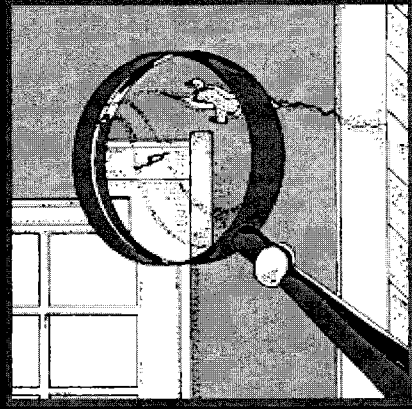
Agent's Acknowledgment (initial)

- (f) N/A Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

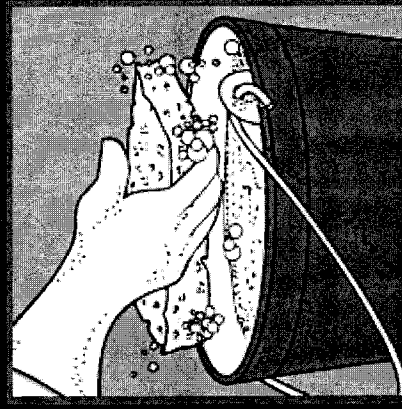
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



Protect Your Family From Lead In Your Home



EPA United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soll Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

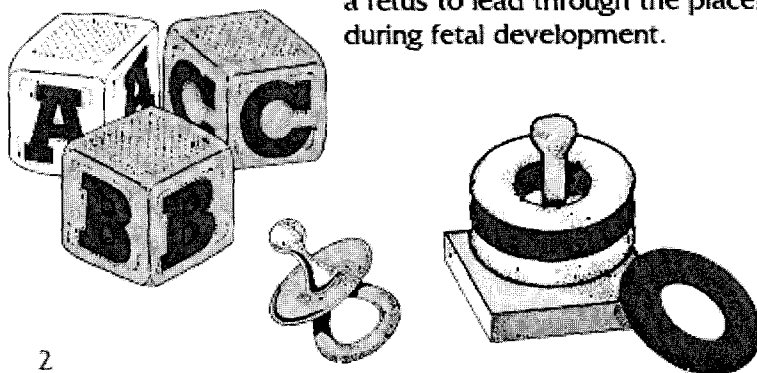
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

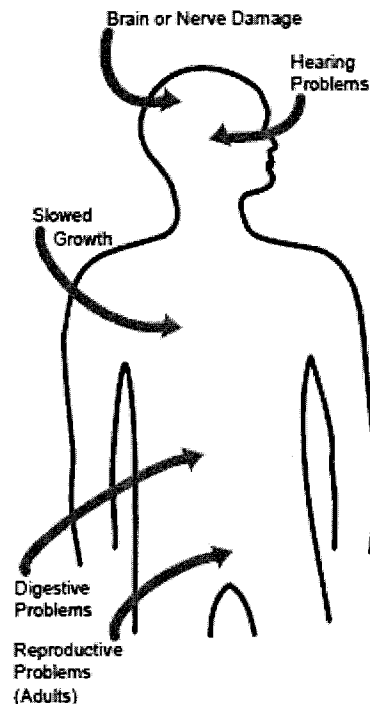
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

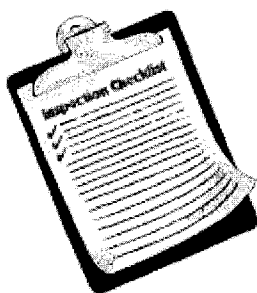
- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

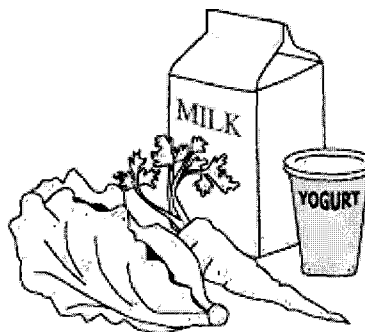
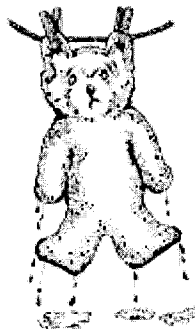
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

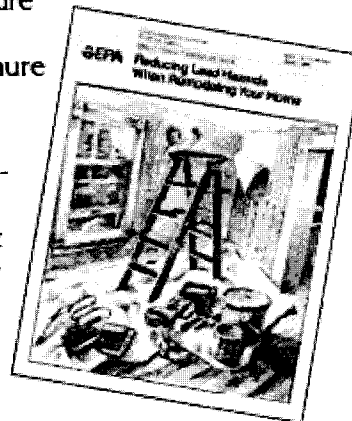
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint.** These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

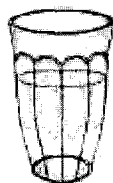
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



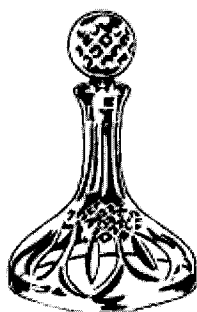
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

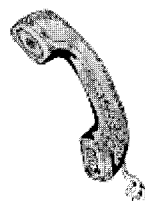
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

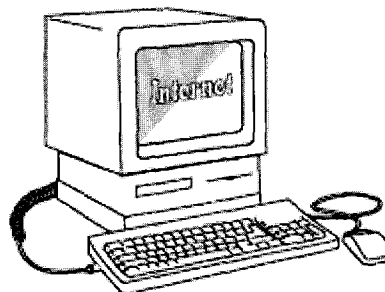


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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(minimum 50% postconsumer) process chlorine free.

EXHIBIT "G"

List of Phase I Environmental Site Assessments

- (a) Phase I Environmental Site Assessment Report covering Orange Manor Apartments, Orlando, Florida prepared by f3, inc., dated July 5, 2013, Project No. 13.0263.
- (b) Phase I Environmental Site Assessment Report covering Washington Shores Village Apartments, Orlando, Florida, prepared by f3, inc., dated July 5, 2013, Project No. 13.0264.
- (c) Phase I Environmental Site Assessment Report covering Nichols Apartments, Orlando, Florida, prepared by f3, inc., dated July 5, 2013, Project No. 13.0262.

ADDENDUM TO CONTRACT OF SALE

This Addendum is entered into and effective on March ___, 2015 by and between **LIFT ORLANDO, INC.**, a Florida NonProfit Corporation ("Buyer") and **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Seller"), amending and supplementing that certain Contract of Sale (the "Contract") dated March ___, 2015, concerning the real property located at (a) 2205 Orange Center Blvd., Orlando, Florida 32805; (b) 2021 Orange Center Blvd., Orlando, Florida 32805, and (c) 541 South Cottage Hill Rd., Orlando, Florida 32805 (collectively, the "Property"). Seller and Buyer agree as follows:

1. **Addendum Controls.** Notwithstanding anything to the contrary in the Contract, the following terms shall be incorporated into and made part of the Contract. In the event any terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

2. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the same meaning as in the Contract.

3. **FNMA Contract.** Buyer acknowledges that Seller does not own the Property as of the Effective Date of the Contract. A copy of the FNMA Contract is attached as Exhibit "B" to this Addendum and Buyer acknowledges that the rights to the Property it can obtain from Seller hereunder will be no more than those to be granted to Seller pursuant to the FNMA Contract, and the responsibilities assumed by Buyer relating to the Property hereunder are intended to mirror the same obligations of the Seller, as the buyer under the FNMA Contract. Furthermore, Buyer acknowledges and agrees that closing of the transaction contemplated by the Contract and this Addendum is contingent upon the acquisition of the Property by Seller from CAM Disposition pursuant to the FNMA Contract. Buyer will indemnify and defend Seller from and against any and all indemnification obligations of Seller under the FNMA Contract with respect to any action by or on behalf of Buyer, or exercise of any right under this Contract, with respect to the Property.

4. **Development Agreement.** The parties will execute and deliver a Development Agreement in the form attached hereto as Exhibit "A" at closing. The Development Agreement shall be recorded, will be binding upon the Property and all owners thereof and will run with the land.

5. **Property/Purchase Price.** The Purchase Price for the Property has been negotiated based on the appraised values of the Property. For informational purposes, the Buyer's allocation to each portion of the Property is set forth below.

- (a) **Orange Manor Apartments**, with a street address of 2205 Orange Center Blvd., Orlando, Florida 32805 and a value of SIX HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED ELEVEN AND 52/100 DOLLARS (\$637,411.52);
- (b) **Washington Shores Apartments**, with a street address of 2021 Orange Center Blvd., Orlando, Florida 32805 and a value of TWO MILLION

ONE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED FIFTEEN AND 19/100 DOLLARS (\$2,188,515.19); and

- (c) **Nichols Apartments**, with a street address of 541 South Cottage Hill Rd., Orlando, Florida 32805 and a value of FOUR HUNDRED THOUSAND FOUR HUNDRED FIFTY ONE AND 72/100 DOLLARS (\$400,451.72);

6. Ineligible Purchaser. Buyer represents and warrants to Seller that Buyer intends to redevelop the Property so that appropriate portions of the Property (which is currently dilapidated, vacant, fenced and boarded up) can be operated in the future as multifamily residential properties including affordable housing components. Seller acknowledges that Buyer may not itself operate the Property as multifamily residential property, but that an affiliate of Buyer may be designated to hold title to the property or to operate the Property, that the Property may not immediately be operated as a multifamily residential property pending its redevelopment, and that limited portions of the Property may end up being operated as other neighborhood/community uses such as recreation, education and local commercial.

7. Contracts and Agreements. Notwithstanding anything in the Contract to the contrary, Buyer will assume only those contracts and agreements relating to the Property, as described in Section 6 (a) (2) of the Contract, of which Buyer has received a legible copy prior to the date of Buyer Approval and which are terminable without penalty upon thirty (30) days advance notice. Contracts to be assumed shall be specifically listed on the General Assignment executed at Closing. In addition, the rights to be assigned under the General Assignment also expressly shall include any and all existing development rights (including without limitation those relating to impact fees and utility connections) relating to the Property. Buyer acknowledges that it will take title to the Property subject to laundry leases, cable television agreements and voice, video and data provision agreements (including easements and rights of entry related thereto) as provided in the Contract.

8. Attorneys' Fees. Notwithstanding anything to the contrary contained in the Contract, in the event of a material dispute under the Contract that cannot be resolved short of litigation (including any action for specific performance of the Contract), the prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' and paralegals' fees and costs (before trial, at trial and on appeal), the amount of which award shall be credited against any Purchase Price payable to Seller.

9. Fire and Other Casualty. Notwithstanding anything to the contrary contained in the Contract, in the event of "material damage" only Buyer, and not Seller, shall have the option to terminate the Contract as provided for in Section 24 of the Contract, but any resulting credit from Seller to Buyer shall be limited to any credit received by Seller from CAM Disposition relating to the Property pursuant to the FNMA Contract, if any.

10. Third Party Reports and Reliance. Buyer shall cause any and all third party reports or due diligence reports, including but not limited to any environmental or property condition reports and any surveys, to be certified to Seller so that Seller can rely on such reports. Buyer shall provide Seller with a copy of all such reports as soon as reasonably practical after receipt.

11. Sovereign Immunity. Seller is a Florida municipal corporation whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Seller beyond that provided in section 768.28, Florida Statutes. Further, nothing in the Contract or this Addendum is intended as a waiver of Seller's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

12. City Approval. Buyer acknowledges and agrees that the Contract, this Addendum and Seller's obligations pursuant thereto are contingent upon and shall not be effective until duly approved by the Orlando City Council and executed by Seller.

13. Counterparts. This Addendum may be executed in one or more counterparts, each of which when combined shall constitute an original. PDF or facsimile copies of this Addendum executed by Seller or Buyer may be relied upon as an original.

14. Full Force and Effect. Except as amended hereby, the Contract shall remain in full force and effect.

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

Witnesses:

BUYER:

LIFT ORLANDO, INC.,
a Florida NonProfit corporation,

Print Name

By: _____

As: _____

Print Name

Its: _____

SELLER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

Print Name

By: _____

Name: Laurie J. Botts

Print Name

Title: Real Estate Manager of the City of
Orlando

Exhibit "A"

Development Agreement

This Instrument Prepared By:

Daniel L. DeCubellis
Carlton Fields Jorden Burt, P.A.
P.O. Box 1171
Orlando, FL 32801

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2015 ("Effective Date") by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Seller" or the "City"), with a mailing address of 400 South Orange Avenue, Orlando, Florida 32801, and **LIFT ORLANDO COMMUNITY LAND, LLC**, a Florida limited liability company, with an address of 215 East Central Boulevard, Orlando, Florida 32801 ("Owner"), which is wholly-owned by **LIFT ORLANDO, INC.**, a Florida NonProfit corporation ("Lift Orlando"). Owner and Seller may be referred to herein collectively as the "Parties," or individually as a "Party".

BACKGROUND

The City and Lift Orlando entered into that certain Contract of Sale, as assigned by Lift Orlando to Owner (the "Contract"), whereby Seller has agreed to sell to Owner the properties identified therein and further described on attached **Exhibit "A"** (collectively, the "Property"). This Agreement is required by the Contract and is being executed and delivered in connection with the closing of the transaction contemplated by the Contract and is being recorded immediately after the deed conveying the Property to Owner and prior to the recordation of any mortgage and without any intervening instruments of any kind so that the obligations as set forth in this Agreement will run with the land and will not be subordinate or inferior to the rights of any person, firm or entity.

The Property is composed of three apartment complexes as identified on Exhibit "A" and referred to herein as (i) Washington Shores Apartments ("Washington Shores"), (ii) Orange Manor Apartments ("Orange Manor"), and (3) Nichols Apartments ("Nichols"). Washington Shores and Orange Manor may be referred to herein collectively as the "Apartment Sites."

The Apartment Sites and Nichols are, as of the date of the Contract, dilapidated, vacant, fenced and boarded up. Owner will redevelop the Apartment Sites as a unified development so that appropriate portions, but not necessarily all, of the Apartment Sites can be operated in the future as a multifamily mixed income residential property including affordable housing as set forth below, including residential units within the Apartment Sites reserved for low income persons and families as defined by the United States Department of Housing and Urban Development ("HUD") from time to time and further described herein, and as may be further restricted by the requirements relating to low income housing tax credits ("LIHTCs") and other affordable housing

programs applicable to the Apartment Sites. Owner's redesign, reconstruction, renovation and Transformation of the Apartment Sites, as described in this Agreement and as may be approved by the City, in the exercise of its regulatory authority and after appropriate review processes, may be referred herein to as the "Transformation".

The Apartment Sites and Nichols are located in an area which has been, in the past, underserved by developments such as the Transformation, and it is expected that the Transformation will enhance, benefit and encourage the revitalization of the areas neighboring the Apartment Sites. The Apartment Sites are located in an IRS Qualified Census Tract, an Orange County Housing Finance Authority Target Area, and, further, the Transformation is consistent with the City's Growth Management Plan and other applicable planning goals of the City.

Owner's concepts for redevelopment of the Apartment Sites, and for renovation or redevelopment of Nichols meet the Seller's goals as set forth in Section 67 of the Orlando City Municipal Code of increasing the availability of residential units that are decent, safe, sanitary, affordable, and accessible for persons of low income and persons who have special housing needs in the City of Orlando.

Based on the foregoing and the specific terms and conditions set forth in this Agreement, and as additional consideration for the conveyance of the Property to Owner, Seller and Owner are willing to enter into this Agreement and have agreed and do hereby agree that Owner shall acquire, own, and make application to construct, develop, maintain, and operate the Apartment Sites in accordance with the terms and conditions of this Agreement. Owner has agreed to accept title to the Property with the restrictions and obligations as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein below and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENTS, TERMS AND CONDITIONS

1. Incorporation of Recitals. The parties acknowledge and agree that the statements set forth in the Background section above are true and correct and all such statements are incorporated herein.
2. Redevelopment. Owner represents and warrants to Seller that it will, itself or acting through Affiliates, redevelop the Apartment Sites as a unified development so that appropriate portions, but not necessarily all of the Apartment Sites can be operated in the future as a "best-in-class" mixed income multifamily residential community where residents thrive, with the majority of residential units within the Apartment Sites reserved for and affordable to a diverse population of low income persons and families (including the chronically homeless) who make at or below the area median income, as described below and as may be further restricted by the requirements relating to LIHTCs and other affordable housing programs applicable to the Apartment Sites. The first phase of development under the Transformation of the Apartment Sites is intended to consist of approximately two hundred (200) affordable housing units for which LIHTCs are being sought under an application to be filed shortly after the Effective Date with the Florida Housing Finance Corporation ("Phase One").

2.1 Compliance with City Code. The Transformation of the Apartment Sites shall be designed and constructed in compliance with Section 67 of the Orlando City Municipal Code, without limiting the requirement that Owner comply with all regulatory and permitting requirements of the City .

2.2. Restrictions on Leasing or Occupancy of Units. The Transformation of the Apartment Sites shall result in the use of the residential units (“Units”) within the Apartment Sites for residents or tenants with mixed-incomes. In accordance therewith, Owner shall restrict the occupancy of a majority of the Units to occupancy only for low income persons or families with a total Annual Anticipated Gross Income that does not exceed eighty percent (80%) of the area median income, and to include (except for any affordable senior housing) some mixture of Units set aside for the chronically homeless, other persons with special needs and extremely low income tenants.

2.3 Annual Reporting Requirement. On each annual anniversary of the Effective Date, beginning the year after a certificate of occupancy is issued for Units within the Apartment Sites after substantial completion of Phase One of the Transformation Construction (defined below), and continuing thereafter for ten (10) consecutive years, Owner shall produce and provide to the City a written annual report for the Apartment Sites evidencing compliance, or non-compliance, with all the requirements of Section 2.2 above.

2.4 Annual Anticipated Gross Income. For purposes of this Agreement, the term Annual Anticipated Gross Income shall have the meaning as defined by HUD from time to time. In the event that HUD does not define Annual Anticipated Gross Income, then the term shall have the meaning attributed by the City in its reasonable discretion, provided that, for tax credit developments, and any other established low income housing programs, the definition of income used to determine eligibility for tax credit developments or such other programs will be acceptable.

2.5 City Contribution to Transformation. The City has agreed to support construction of Phase One by Owner for affordable multi-family mixed income Units, with a set aside for chronically homeless and units affordable to individuals at the low and very low income levels, with a local government support contribution, in the form of a loan or outright grant, supporting the tax credit application for LIHTCs sufficient to support development of Phase One (the “Phase One Tax Credits”), of Five Hundred Thousand Dollars (\$500,000) (the “Contribution”) payable according to the grant-loan funding source requirements with notice of grant-loan award provided by no later than the commencement of vertical (building) construction of the first Units to be constructed (or earlier for the costs of necessary site work if approved by the City as eligible for such funding). The City’s obligations to fund the Contribution shall be contingent upon the following: (i) Owner demonstrating to the City that it has sufficient funding or funding sources to complete Phase One, (ii) the award of the Phase One Tax Credits to Owner, and (ii) Owner shall make application for the Contribution through appropriate City programs, as identified by the City, and processing all such applications with promptness, thoroughness and diligence. Owner acknowledges and agrees that payment of the Contribution shall be subject to any and all restrictions or requirements normally associated with grants or loans provided under the applicable City program providing the Contribution. In addition, the City agrees to recognize or grant impact transportation fee credits, sewer benefit fee credits and credits for impact fees for all multi-family residential development within the Property up to the prior established and constructed

development density. The City agrees, at no cost to the City, to complete normal and customary applications regarding the Contribution as may be reasonably requested by Owner to support the application for Phase One Tax Credits.

3. Demolition Deadlines. Within nine (9) months after the Effective Date, Owner will make application for the appropriate permits to perform demolition activities at the Apartment Sites. Within twelve (12) months after the Effective Date, Owner shall have begun demolition activities on Washington Shores and Orange Manor (the "Demolition") and shall proceed without interruption to complete all Demolition of the existing dilapidated apartment buildings within the Apartment Sites with commercially reasonable diligence, with all such Demolition to be substantially complete by no later than eighteen (18) months after the Effective Date.

4. Maintenance and Security. At all times after the Effective Date, Owner shall comply with all laws with respect to the Property and shall maintain all the Property in a safe, sanitary and secure condition in accordance with the codes and ordinances of all applicable governmental authorities. Owner shall be solely responsible for the maintenance and security of all the Property and Seller shall have no maintenance or security obligations relating to the Property.

5. Transformation Construction Deadlines. After or during the Demolition, Owner shall make application to Seller for building permits to construct Phase One of the Transformation within twenty-one (21) months after the Effective Date and shall use commercially reasonable diligence to obtain such building permits. Owner shall commence construction of Phase One in accordance with such building permits within twenty-four (24) months of the Effective Date ("Transformation Construction") and shall proceed without interruption to complete the Transformation Construction with commercially reasonable diligence. Notwithstanding the foregoing, Owner's obligation to undertake the Transformation Construction is subject to receipt of the allocation of Phase One Tax Credits and/or other affordable housing program and necessary mortgage financing and equity funding in connection therewith, such that Owner is not obligated to commence the Transformation Construction until twelve (12) months following receipt of the Phase One Tax Credits. Owner will make diligent efforts to apply for the Phase One Tax Credits and applicable financing for Phase One, and the balance of the Transformation in phases thereafter, and upon receipt of applicable financing awards and commitments, shall diligently pursue the closing thereof and the construction of the Transformation.

6. Development Approvals. Owner acknowledges that nothing in this Agreement waives any requirement under the laws, regulations, ordinances and rules applicable to the Property or to the proposed Transformation. Owner shall submit any and all applications for permits or other approvals for review to the City as may be required by such laws, regulations, ordinances and rules applicable to the Property or to the proposed Transformation and nothing in this Agreement obligates the City to approve any application or issue any permits under its regulatory authority. The Owner's obligations to complete the Demolition and to commence construction of Phase One and all later phases of the Transformation are subject, however, to City issuing all such development approvals in the ordinary course.

7. Force Majeure. Owner shall use reasonable diligence to ultimately accomplish the purposes of this Agreement, but shall not be liable for damages, for breach of contract or otherwise, for failure, suspension, diminution, or other variations of services occasioned for a

delay or occasioned by a cause or causes beyond Owner's reasonable or foreseeable control. Such causes shall include, without limitation: moratoria; severe adverse weather conditions (such as tropical storms, tornados or hurricanes); war-like operations; terrorism; fires; floods; epidemics; quarantines; restrictions; strikes or failure or breakdown of transmission or other facilities; material shortages; or acts of God. Owner acknowledges and agrees that its incompetence, failure to deploy adequate resources, failure to commence its duties hereunder within a reasonable time frame in accordance with the time frames stated herein, failure to make payments, or failure to exercise commercially reasonable diligence in the performance of its obligations hereunder shall not be deemed to constitute a force majeure event.

8. Miscellaneous.

8.1 Indemnification. Owner hereby and shall indemnify, hold harmless and will defend the Seller, its representatives, employees and elected and appointed officials from and against all actual claims, damages, loss and expenses of any sort including reasonable attorneys' fees and costs including appeals, arising out of or resulting from Owner's ownership of the Property, or from any tort, intentional action, negligent act or omission of Owner, its tenants, agents, subcontractors, or anyone for whose act or acts any of them may be liable, in connection with the Property.

8.2 Binding Effect. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the Owner and Seller and their respective successors and assigns, and shall run with the land and title to the Property. With or without specific reference thereto, the conveyance of any interest in all or a portion of the Property shall be subject to the benefits, burdens and other terms and conditions of this Agreement, to the same extent as if all of the terms and conditions of this Agreement were set forth in full in such conveyance. Without limiting the generality of the foregoing, the City acknowledges that the Owner intends to enter into a long term ground lease of the lands intended for Phase One with a Florida limited partnership which is an Affiliate of Lift Orlando (through Lift Orlando and/or one or more wholly-owned subsidiaries of Lift Orlando) and which will serve as the applicant for the Phase One Tax Credits and which will undertake the Demolition and construction of Phase One (the "Tax Credit Entity"), and expects to enter into similar arrangements for later phases of the Transformation, the parties to which shall be subject to and comply with the terms and conditions of this Agreement.

8.3 Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

8.4 Controlling Laws/Attorneys' Fees/Waiver of Jury Trial. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the Seller now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida. If any action or proceeding is commenced by either Party to enforce their rights under this Agreement or as a result of the breach of any of the provisions of this Contract, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover costs and expenses, including,

without limitation, attorneys' fees and court costs, in addition to any other relief awarded by the court. The Parties hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this agreement, or in any way connected with, or related to, or incidental to, the dealings of the Parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein must be made by all the Parties hereto, be in writing, and in recordable form.

8.6 Invalidity. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the remainder.

8.7 Notices. Except as otherwise provided herein, any notice or document required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated; or (ii) upon actual delivery or attempted delivery at the address provided below when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or delivered by a nationally reputable parcel delivery service (such as Fed Ex and UPS), addressed to a party at the address set forth opposite the Party's name below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith:

If to Seller:

City of Orlando
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-3370
Attn: Laurie J. Botts, Real Estate Manager

With a required copy to:

Carlton Fields Jorden Burt, P.A.
450 South Orange Avenue, Suite 500
Orlando, Florida 32801
Attn: Daniel L. DeCubellis

If to Owner:

Lift Orlando Community Land, LLC
c/o CNL Bank
450 South Orange Avenue
Orlando, Florida 32801
Attn: Sandy Hostetter

With a required copy to:

Lowndes, Drosdick, Doster, Kantor & Reed
215 North Eola Drive
Orlando, Florida 32801
Attn: William T. Dymond, Jr.

And with a required copy to:

New Columbia Residential, LLC
1718 Peachtree St. NW, Suite 684-South Tower
Atlanta, Georgia 30309
Attn: James Grauley

9.8. Estoppel. Upon the Owner's request, or their lender or investment partners, Seller hereby agrees to furnish a letter stating that (i) this Agreement is in full force and effect if true, (ii) there are no defaults under their Agreement or if any identify them, and (iii) such other information as reasonably requested. Such letter shall be furnished within thirty (30) days after request therefor. Upon Seller's request Owner shall provide Seller with written assurances and evidence of its compliance with this Agreement, including, without limitation, any documents reasonably requested by Seller evidencing Owner's financial and other capability to complete the proposed Transformation within the time periods described by this Agreement.

8.9 Assignment. The commitments of the City under Section 2.5 of this Agreement are personal to Owner and Seller and Owner shall not be entitled to assign such rights under this Agreement without prior written consent of Seller, provided no consent shall be required if the proposed assignee is the Tax Credit Entity or other Affiliate (defined below), of Owner. No assignment shall cause a release of Owner's obligations pursuant to this Agreement. An "Affiliate" shall mean any Entity in which such person or Entity (including through wholly-owned subsidiaries) shall have an ownership interest and for which such person or Entity will perform certain developer services.. "Entity" means any corporation (including any non-profit corporation), sole proprietorship, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity. Subject to the restrictions on transfer set forth herein, this agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

8.10 Sovereign Immunity. Seller is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Seller beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Seller's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

8.11 No Consequential Damages. **NEITHER SELLER NOR OWNER OR THEIR AFFILIATES, SUBCONTRACTORS, AGENTS, ELECTED OR APPOINTED OFFICIALS, AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE HOWSOEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF THE LAW.**

8.12. Time. Time is of the essence under this Agreement. In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding calendar day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday. Time is of the essence.

8.13. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof. This Agreement shall not be construed more strongly against or for either Party regardless of the drafter.

[SIGNATURES ON FOLLOWING PAGE]

City of Orlando Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

ATTEST

By: _____
City Clerk

Print Name: _____

Approved as to form and legality for the use and
reliance of the City of Orlando, Florida, only.

By: _____
City Attorney

Print Name: _____

“City”

CITY OF ORLANDO, FLORIDA, a municipal
corporation of the State of Florida

By: _____
Buddy Dyer,
as Mayor of the City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by BUDDY DYER, as Mayor of the **CITY OF ORLANDO, FLORIDA**, a municipal
corporation of the State of Florida, who [X] is personally known to me or [] has produced ____
_____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

(affix seal)

Owner Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

Witness

By: _____

Print Name: _____

Witness

By: _____

Print Name: _____

“OWNER”

Lift Orlando Community Land, LLC,
a Florida limited liability company

By: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day _____ of _____, 2015, by _____, the _____ of Lift Orlando Community Land, LLC, a Florida limited liability company, who [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

(affix seal)

EXHIBIT A
LEGAL DESCRIPTION

Orange Manor Apartments (2205 Orange Center Blvd. Orlando, Florida 32805; Parcel ID No.: 33-22-29-6212-03-001)

All of Block C, Orange Center Manor, according to the Plat thereof, as recorded in Plat Book Y, Page 66, Public Records of Orange County, Florida.

Washington Shores Apartments (2021 Orange Center Blvd. Orlando, Florida 32805; Parcel ID No.: 34-22-298542-03-010)

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) ft. wide private alley abutting said Lot 1 on the east side thereof.

Nichols Apartments (541 South Cottage Hill Road, Orlando, Florida 32805, Parcel Id. No. 33-22-29-0000-00-046)

Begin 9 chains East and 16.5 chains South of the Quarter Section Post on the North line of Section 33, Township 22 South, Range 29 East, run South 3.30 chains; East 11.5 chains; North 3.15 chains; West 11.5 chains, LESS that part East of road, AND the South 15 feet lying West of Vineland Road of the following described property:

Beginning 9 chains East and 3.45 chains South of the Quarter Section Post of the North boundary of Section 33, Township 22 South, Range 29 East; thence run South 13.05 chains; thence run East 11.50 chains; thence North 13.91 chains; thence West 11.53 chains to the Point of Beginning, Orange County, Florida.

ALSO DESCRIBED AS:

That part of Section 33, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of LAKE SUNSET SHORES, as recorded in Plat Book S, Page 97 of the Public Records of Orange County, Florida; thence run North 89 degrees 12 minutes 00 seconds East along the South right of way line of Long Street (a 60 foot right of way) for a distance of 518.02 feet to the Westerly Right-of-Way line of Magruder Avenue as shown on State of Florida Department of Transportation Right-of-Way Map Section No. 75190-2505, Sheet 9, last revised 6/75 and a point on a curve concave Southeasterly having a radius of 1462.69 feet; thence Southerly along the arc of said curve and along said Westerly Right-of-Way line through a central angle of 01 degrees 00 minutes 20 seconds for a distance of 25.67 feet, said curve having a chord bearing of South 00 degrees 23 minutes 59 seconds East; thence South 00 degrees 54 minutes 09 seconds East along said Westerly Right-of-Way line for a distance of 192.35 feet to the Westerly

edge of existing pavement; thence run South 44 degrees 12 minutes 11 seconds West along said Westerly edge of existing pavement for a distance of 7.06 feet to the Northerly Right-of-Way line of Carter Street as shown on said State of Florida Department of Transportation Right-of-Way Map; thence run South 89 degrees 18 minutes 31 seconds West along said Northerly Right-of-Way line for a distance of 516.33 feet, thence run North 00 degrees 00 minutes 37 seconds East for a distance of 222.06 feet to the Point of Beginning.

Exhibit "B"

FNMA Contract

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made and entered into by and between **CAM DISPOSITION HOLDCo, LLC**, a Delaware limited liability company ("Seller"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Buyer"), as of the latest date upon which an authorized representative of both Seller and Buyer have executed this Contract (the "Effective Date").

RECITALS

1. Seller is the owner of the certain tracts of land, located in Orlando, Florida more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, locally known as follows:
 - (a) Orange Manor Apartments, with a street address of 2205 Orange Center Blvd., Orlando, Florida 32805;
 - (b) Washington Shores Apartments, with a street address of 2021 Orange Center Blvd., Orlando, Florida 32805;
 - (c) Nichols Apartments, with a street address of 541 South Cottage Hill Rd., Orlando, Florida 32805;
 - (d) Bordeaux Apartments I, with a street address of 1742 Mercy Drive, Orlando, Florida 32808 and Bordeaux Apartments II, with a street address of 1770 Mercy Drive, Orlando, Florida 32808;
 - (e) Lakeside Village Apartments, with a street address of 1740 Mercy Drive, Orlando, Florida 32808;
 - (f) Peppertree Circle Apartments, with a street address of 1471 Mercy Drive, Orlando, Florida 32808; and
 - (g) Peppertree Shores Apartments, with a street address of 1014 Mercy Drive, Orlando, Florida 32808,

together with any easements, rights-of-way, licenses, interests, and rights appurtenant thereto (collectively, the "Property").

2. Buyer desires to acquire the Property.
3. Seller desires to sell the Property to Buyer on mutually agreeable terms.

AGREEMENT

In consideration of the mutual covenants in this Contract and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

Section 1. Sale and Purchase.

(a) Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the Purchase Price (defined below), subject to the terms and conditions set forth in this Contract.

(b) Seller shall convey the Property to Buyer subject to the Permitted Exceptions (as that term is defined in Section 3.(c) below).

Section 2. Purchase Price and Earnest Money.

(a) The purchase price for the Property, payable by Buyer to Seller at the Closing (defined below), is **Six Million Eight Hundred Forty Seven Thousand and 00/100 Dollars (\$6,847,000.00)** ("Purchase Price") which the parties agree reflects the fair market value of the Property when considered together as a portfolio sale as determined by the respective appraisals obtained by Buyer and Seller.

(b) Within (2) business days after the Effective Date, Buyer shall deposit the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Earnest Money") with Jones, Foster, Johnston & Stubbs, P.A., Suite 1100, 505 South Flagler Drive, West Palm Beach, Florida 33401, Attention: Peter S. Holton, Esq. ("Escrow Agent"). If the Earnest Money is not delivered by Buyer to the Escrow Agent within the applicable required period, this Contract shall be of no force and effect and the Escrow Agent shall immediately return to Seller all executed originals of this Contract in its possession. The Title Company shall hold the Earnest Money in escrow in a non-interest bearing account at an insured institution and deliver it in accordance with the provisions of this Contract.

Section 3. Title Commitment and Survey.

(a) Attached hereto as Exhibit "B" is an Owner's Commitment for Title Insurance ("Title Commitment") from Chicago Title Insurance Company (the "Title Company") setting forth the status of the title of the Property. Seller has provided Buyer with a legible copy of all documents referred to in the Title Commitment, including but not limited to, plats, reservations, restrictions, and easements.

(b) Buyer acknowledges that Seller has provided Buyer with copies of existing surveys of the Property. Buyer may, at Buyer's sole cost and expense, obtain updated or new surveys ("Survey") of the Property. Buyer acknowledges and agrees that the Closing Date (defined below) and any other deadlines set forth in this Contract shall not be extended in order for Buyer to obtain, review, or object to any such Survey.

(c) If the Title Commitment and any Survey disclose any matters which render title to the Property unmarketable, then Buyer shall give Seller written notice thereof within fifteen (15) days after the Effective Date, or prior to Closing with respect to any exceptions to title added to the Title Commitment after the Effective Date, specifying those matters shown on the Title Commitment which render title unmarketable and to which Buyer objects ("Objections"). All matters shown on the Title Commitment which are not made the subject of the Objections shall be "Permitted Exceptions."

(d) Notwithstanding anything to the contrary, Buyer may not object to any matters shown on the Title Commitment which relate to open building permits, zoning or code enforcement matters, including any notice of violation, Code Enforcement Lien Order or Statutory Order Imposing Penalty/Lien (collectively, the "Code Enforcement Encumbrances"), delinquent water, sewer and other delinquent utility charges whether or not secured by a lien on any portion of the Property or which might be secured a lien on any portion of the Property (collectively, the "Unpaid Utility Charges"), laundry leases and cable television and voice, video and data provision agreements (including easements and rights of entry related thereto), and Buyer agrees to accept title to the Property subject to the Code Enforcement Encumbrances, Unpaid Utility Charges, laundry leases and cable television and voice, video and data agreements and the Code Enforcement Encumbrances, Unpaid Utility Charges, laundry leases and cable television and voice, video and data agreements may not be the subject of Objections.

(e) If Buyer gives notice of Objections within the time period specified above and Seller does not cure the Objections, cause the Title Commitment and Survey to be amended to give effect to matters that are cured, and give Buyer written notice thereof within the ten (10) day period following receipt of the notice of Objections from Buyer ("Cure Period"), Buyer shall have the right either (i) to terminate this Contract by giving written notice thereof to Seller within three (3) days after the expiration of the Cure Period and, upon such termination, the Earnest Money shall be returned to Buyer by the Escrow Agent and neither party hereto shall have any further rights or obligations, or (ii) to waive the Objections and consummate the purchase of the Property subject to the Objections which shall be deemed to be Permitted Encumbrances. Notwithstanding the foregoing, Seller agrees that it will satisfy or bond off in accordance with Florida law any and all monetary liens on the Property other than the lien of taxes and assessments not yet due and payable, the Code Enforcement Encumbrances and the Unpaid Utility Charges.

Section 4. Review Reports.

(a) No later than five (5) days after the Effective Date, Seller shall deliver to Buyer for Buyer's review the environmental reports and studies listed on Exhibit "G" hereto.

(b) No later than five (5) days after the Effective Date, Seller shall make available the following due diligence items ("Due Diligence Items"): (i) any agreements, documents or information in the possession of Seller reasonably requested by Buyer that bind the Property and materially affect its operation or use, but specifically excluding all proprietary, privileged or confidential information of Seller relating to the Property, including but not limited to, Seller's internal financial analyses, Seller's credit analyses and collection plans, materials relating to Seller's cost to acquire the Property and any documents or communications subject to the

attorney/client privilege; and (ii) all plans, documents, agreements and other records in Seller's possession of any governmental entities, districts and utilities regarding the Property or otherwise impacting, restricting, or affecting the use of the Property

(c) Buyer, on behalf of itself and its Consultants (as defined in Section 5(a) hereof), represents and warrants that it shall, to the fullest extent permitted by applicable law, keep all Due Diligence Items and other information and/or reports obtained from Seller, or related to or connected with the Property, the Seller and/or this transaction confidential and, except as otherwise required by applicable law, will not disclose any such information to any person or entity without obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event Buyer or its Consultants shall be obligated by applicable law or order (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to them pursuant to this Contract, Buyer or its Consultants shall provide Seller with prompt notice of such request(s) so that Seller may seek an appropriate protective order and/or waive compliance with the provisions of this Contract. Buyer agrees to cooperate with Seller, at Seller's expense in obtaining such a protective order. Notwithstanding the foregoing, if Buyer believes that disclosure of the Due Diligence Items and other Property information and reports subject to this provision is necessary to obtain approval of the City of Orlando City Council for the purchase of the Property by Buyer, Buyer shall provide Seller with no less than forty-eight (48) hours prior written notice of such disclosure along with a copy of any confidential materials to be disclosed. Seller shall have a right to object to such disclosure and seek such relief as may be necessary to protect the confidentiality provided for herein. Absent such objection from Seller, Buyer may make the disclosure described in the notice to Buyer for the limited purpose of obtaining such approval.

(d) Seller makes no representations or warranties of any kind as to the accuracy or completeness of any environmental reports or the Due Diligence Items provided to Buyer.

Section 5. Inspection of the Property.

(a) From and after the Effective Date and continuing until the earlier of Closing or a termination of this Contract, Buyer and its employees, elected and appointed officials, agents, contractors, engineers, surveyors and representatives (to specifically include the agents, contractors, engineers, surveyors and representatives, employees, and officers of Lift Orlando, Inc. ("Lift")) (collectively, "Consultants") shall have the right to enter the Property to make inspections, surveys, test borings, soil analysis and other tests, studies and surveys, including without limitation, environmental tests, borings and analysis and studies within the Property, provided Buyer or Lift have given Seller reasonable prior notice in each instance. Seller may have a representative or agent present during the Buyer's or Consultants' access of the Property. Seller and its agents and representatives shall reasonably cooperate with Buyer and the Consultants in connection with any test or inspection. Notwithstanding the foregoing, if Buyer, Lift or any Consultant wishes to engage in a Phase II environmental study or other testing or sampling of any kind with respect to soils or groundwater or other studies which would require test boring or other intrusions into the Property or which testing would otherwise damage or disturb any portion of the Property, Buyer shall obtain Seller's prior written consent thereto, which consent may be withheld in Seller's sole discretion (see the penultimate sentence of this

paragraph for Seller's consent to limited intrusive testing on the Washington Shores, Orange Manor and Nichols Apartments properties only). If Seller approves any such testing, by any Consultant, Buyer or Lift shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Seller. With respect to the Washington Shores, Orange Manor and Nichols Apartments properties only, Seller hereby consents to the performance by Terracon of an asbestos survey, a lead-based paint survey and limited lead in soil testing, all such tests to be performed in accordance with all applicable laws and regulations and accepted testing standards. In the event this transaction does not close for any reason whatsoever, the Buyer shall, upon request by Seller, provide to Seller copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Property, but solely to the extent allowed under any agreements applicable to such items.

(b) In accessing the Property to perform tests and studies as permitted under Section 5(a) hereof, Buyer shall not interfere unreasonably with Seller or Seller's agents or any tenants. Buyer or Lift shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for and act as the generator with respect to any wastes generated by those tests. The Property shall be restored by Buyer or the Consultants to its original condition at Buyer's or the Consultants' sole expense following any site work by Buyer or any Consultant. Buyer shall keep the Property free and clear of any liens arising from access to the Property by it and its Consultants, and will indemnify and hold harmless the Seller against all claims, losses, damages and expenses (including reasonable attorneys' fees and costs) because of the failure to pay all costs arising from access to the Property and from the filing of any liens based on the acts or failures to act of Buyer or any Consultant, injury or death to any person or damage or loss of any kind to any property caused by the acts or omissions of Buyer or its Consultants, which obligations shall survive the termination of this Agreement.

(c) Buyer shall obtain (or cause its contractor or consultant to obtain), at Buyer's sole cost and expense, from and after the Effective Date a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities conducted by or on behalf of Buyer. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. Such insurance policy shall name Seller and its successors and assigns as an additional insured and shall be in form and substance and issued by an insurance company reasonably satisfactory to Seller. . Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by this Contract.

Section 6. Closing. The closing of this transaction (the "Closing") shall occur on a date selected by Buyer and acceptable to Seller within five (5) business days after the date the Buyer Approval (as that term is defined below) shall be obtained (the "Closing Date"), or such date that Seller and Buyer mutually agree in writing provided the Closing Date must occur no later than April 3, 2015; provided, however, that if the Buyer Approval is not obtained by March 25, 2015, then either party may at any time thereafter, cancel and terminate this Agreement by giving the other party written notice of such cancellation and termination in which event the Earnest Money will be returned to Buyer, Buyer will confirm in writing that this Contract has been canceled and terminated and both parties will be released from all obligations and liability hereunder except for any obligations and liabilities which expressly survive a termination of this Contract. For purposes of this Contract, the term "Buyer Approval" shall mean a written acknowledgement from Buyer that it has received the approval of the City of Orlando City Council (as required by Section 15 of the Addendum To Contract of Sale hereto) and is prepared to proceed to Closing in accordance with this Contract. Notwithstanding anything to the contrary herein, in the event the Closing Date falls on the last day or second-to-last day of a calendar month, the Closing Date shall be automatically moved forward to the first business day which is not the last day or second-to-last day of such calendar month.

(a) At the Closing, all of the following shall occur, all of which are deemed concurrent conditions:

(1) Seller shall convey good and indefeasible fee simple title to the Property by a special warranty deed ("Deed"), subject only to the Permitted Encumbrances, and in the form of Exhibit "C" attached hereto;

(2) Seller shall assign to Buyer (and Buyer shall assume), without recourse, representation or warranty, of any kind, Seller's right, title and interest, if any, in any assignable plans, specifications, licenses, permits, entitlements, warranties, surveys, maps, agreements and contracts relating to the Property, subject to any rights of consent as provided therein, pursuant to a general assignment in the form of Exhibit "D" attached hereto ("General Assignment");

(3) Seller shall quitclaim (and Buyer shall accept), without recourse, representation or warranty, of any kind, all of Seller's right, title and interest, if any, in and to all inventory, furniture, furnishings, decorations and other tangible personal property ("Personal Property") now existing and located upon the Property on the Closing Date (but excluding tangible personal property owned by Seller's management company or any third parties, pursuant to a bill of sale in the form of Exhibit "E" attached hereto ("Bill of Sale");

(4) Buyer, at Buyer's sole cost and expense, shall deliver or cause to be delivered to Seller through the Escrow Agent federally wired funds, in an amount equal to the Purchase Price minus the Earnest Money and adjusted by the amount of any credits due or any items chargeable to Buyer under this Contract all as set forth on settlement statements executed and delivered at Closing by the parties;

(5) Seller will cause the Title Company to issue as soon as practicable after the Closing an Owner Policy of Title Insurance ("Owner Policy") in the amount of the Purchase Price insuring that, after the completion of the Closing, Buyer is the owner of indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances. Seller will pay the basic charge for the Owner Policy, but Buyer will pay any additional premiums for endorsements which it requests to the Owner Policy;

(6) Seller and Buyer shall execute any other instrument or document necessary for the Title Company to issue the Owner Policy in accordance with Section 6(a)(5) above;

(7) Seller shall pay (a) one-half (1/2) of the Escrow Agent's escrow fees; (b) the premium for the Owner's Policy; and (c) documentary stamp tax due in connection with the recording of the Deed;

(8) Buyer shall pay (a) one-half (1/2) of the Escrow Agent's escrow fee; (b) all recording fees payable in connection with the transfer of the Property; and (c) the costs of any Survey;

(9) Seller and Buyer shall each pay their respective attorneys' fees; and

(10) All other closing costs, if any, shall be apportioned in the customary manner for real property transactions in the county where the Real Property is located.

(b) Ad valorem and similar taxes and assessments, if any, relating to the Property shall be prorated between Seller and Buyer as of the Closing Date, with the result that Seller shall pay for any taxes and assessments applicable to the Property up to but not including the Closing Date, and Buyer shall pay for those taxes and assessments applicable to the Property beginning on the Closing Date, if any. The proration shall be based on the most current official real property tax information available from the County Assessor's office where the Property is located or other assessing authorities. If real property tax and assessment figures for the current fiscal year are not available, real property taxes shall be prorated based on the real property taxes for the previous calendar year.

(c) Seller shall notify all water, gas, electric and other utility companies servicing the Property (collectively, "Utility Companies") of the sale of the Property to Buyer and shall request that all Utility Companies send Seller a final bill for the period ending on the last day prior to the Closing Date. Buyer shall notify all Utility Companies servicing the Property that as of the Closing Date, Buyer shall own the Property and that all utility bills for the period commencing on the Closing Date are to be sent to Buyer. If any of the Utility Companies sends Seller or Buyer a bill for a period in which the Closing occurs, Buyer and Seller shall prorate such bills outside of the Closing. In connection with such proration, it shall be presumed that utility charges were uniformly incurred during the billing period. Subject to Section 3.(d) hereof all other expenses pertaining to the operation of the Property will be prorated on an accrual basis and paid as a credit or debit adjustment to the Purchase Price.

(d) Subject to the Permitted Encumbrances and the other matters described herein, Seller shall deliver possession of the Property to Buyer on the Closing Date.

Section 7. Seller's Representations and Warranties. It is expressly understood and agreed that all liability of Seller for breach of the representations and warranties contained in this Section shall terminate if no written claim of breach, specifying the representation or warranty allegedly breached and the supporting evidence for the alleged breach, shall be delivered to Seller on or prior to the date which is one (1) year following the Closing Date. Seller represents and warrants to Buyer that as of the date of this Contract and as of the Closing Date:

(a) Seller is a Delaware limited liability company;

(b) Seller has the full power and authority to execute, deliver and perform its obligations under this Contract and each individual executing this Contract on behalf of Seller is duly authorized to do so; and

(c) This Contract and all agreements, instruments and documents herein provided to be executed by Seller when executed and delivered to Buyer, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with their terms.

Section 8. Ineligible Purchase.

(a) Buyer is not an Ineligible Purchaser. "Ineligible Purchaser" means any Person who is, or whose Affiliate is, (i) an Embargoed Person or a person on the Federal Housing Finance Agency's Suspended Counterparty Program list (available on FHFA's website www.fhfa.gov) or any substantially equivalent future list, (ii) a Person who has been convicted of a felony involving moral turpitude in any state or federal court, (iii) a Person who is then the subject of any investigation by any governmental authority or any class action litigation in which it is alleged that it or any of its Affiliates has engaged in "predatory" or other improper lending or servicing or other unethical or improper business conduct, (iv) the Seller's Agent or an Affiliate of the Agent, (v) a Person who at any time has owned an interest in the Property, which interest was foreclosed upon or voluntarily surrendered to the party holding a lien on the Property or such interest, (vi) a Person who will finance all or any portion of the purchase price of the Property with funds (either debt or equity) directly or indirectly supplied by Fannie Mae, it being understood that the proceeds of loans originated by lenders intending to sell such loans to Fannie Mae shall be deemed to be funds indirectly supplied by Fannie Mae, or (vii) a Person who will not continue to operate the Property as a multifamily residential property, including ancillary uses consistent with multifamily residential properties.

(b) As used herein, "Embargoed Person" means any Person or government subject to trade restrictions under applicable laws, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in any such Person or government (whether directly or indirectly) is prohibited by applicable laws or the making of any loan to any such Person or government is in

violation of applicable laws, "Affiliate" shall mean any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Buyer, as the case may be ("control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise) and (iii) "Person" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise.

Section 9. Seller Covenants. From the Effective Date through the Closing Date, Seller shall (i) maintain the Property in its present condition, subject to normal wear and tear (from the last required repair) it being agreed, however, that Seller will not be required by this Contract to make any repairs to the Property or to bring the Property into compliance with any applicable governmental requirements, (ii) continue to operate the Property in its usual course of business and in accordance with its past practices, (iii) not enter into any leases, (iv) not enter into any long-term service or maintenance contracts that are not cancellable by Buyer without penalty upon thirty (30) days advance notice, and (v) promptly advise Buyer if Seller receives written notice of any actual or pending litigation affecting the Property.

Section 10. Agents. Seller and Buyer each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party in connection with this transaction. Each party shall indemnify and hold the other party harmless from any and all claims made by a third party claiming by or through the party from whom indemnification is sought, for the payment of any commission, finder's fee or similar payment due in connection with the purchase by Buyer of the Property.

Section 11. Notices.

(a) Any notice under this Contract shall be in writing and shall be deemed to have been served and received (i) when delivered in person to the address set forth below for the party to whom the notice is given, (ii) within 3 business days if placed in the United States mail, return receipt requested, addressed to such party at the address specified below, (iii) the next business day if deposited into the custody of Federal Express Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the party at the address specified below, or (iv) upon transmission if electronically transmitted to the party at the email address or telecopy number listed below, provided that the electronic transmission is confirmed by the recipient on the date of the transmission.

(b) The address of Buyer under this Contract is:

City of Orlando
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-3370
Attn: Laurie J. Botts, Real Estate Manager

With a Required Copy to:

Carlton Fields Jorden Burt, P.A.
450 South Orange Avenue, Suite 500
Orlando, Florida 32801
Attn: Daniel L. DeCubellis

(c) The address of Seller under this Contract is:

CAM DISPOSITION HOLDCo, LLC
1661 Worthington Drive, Suite 100
West Palm Beach, Florida 33409
Attention: William Stolberg

With a Required Copy to:

CAM DISPOSITION HOLDCo, LLC
14221 Dallas Parkway, Suite 1000
Dallas, Texas 75254-2916
Attn: Director MFREO

With a Required Copy to:

Jones, Foster, Johnston & Stubbs, P.A.
Flagler Center Tower
505 South Flagler Drive, Suite 1100
West Palm Beach, Florida 33401
Attn: Peter S. Holton

(d) From time to time either party may designate another address or telecopy number under this Contract by giving the other party advance written notice of the change.

Section 12. Termination, Default, and Remedies.

(a) If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Contract on or before the Closing Date for any reason other than Seller's prior failure to perform Seller's material obligations under this Contract, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Buyer on or before the Closing Date and retain the Earnest Money as liquidated damages and not as a penalty or forfeiture, whereupon neither party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Contract.

(b) If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract on or before the Closing Date or fails to perform any of Seller's material obligations hereunder for any reason other than due to Buyer's prior failure to perform Buyer's material obligations under this Contract, then Buyer, at Buyer's option, shall have the right either to (i)

terminate this Contract by giving written notice thereof to Seller on or before the Closing Date and receive the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Contract or (ii) file, within thirty (30) days after the date of the alleged material breach by Seller, an action for specific performance of this Contract.

(c) In no event shall Buyer or Seller be liable to the other for consequential, incidental, special or punitive damages whether in contract, tort or under any other legal or equitable principal.

Section 13. Entire Contract. This Contract (including the attached addendum and exhibits) contains the entire contract between Seller and Buyer, and no oral statements or prior written matters not specifically incorporated herein is of any force and effect. No modifications are binding on either party unless set forth in a document executed by that party.

Section 14. Successors and Assigns. Subject to the restrictions on transfer set forth in Section 15 below, this Contract shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

Section 15. Assignment. Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under this Contract. Any other purported or attempted assignment or delegation without obtaining Seller's prior written consent shall be void and of no effect.

Section 16. Time of the Essence. Time is of the essence under this Contract.

Section 17. Taking Prior to Closing. If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, Buyer may, in Buyer's sole discretion, either (i) terminate this Contract and neither party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction with an adjustment in the Purchase Price to reflect the net square footage of the Property after the taking.

Section 18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

Section 19. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce their rights under this Contract or to collect damages as a result of the breach of any of the provisions of this Contract, neither party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees and court costs, in addition to any other relief awarded by the court. The provisions of this Section will survive the Closing or the termination of this Contract.

Section 20. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 21. Business Days. If the Closing Date or the day for performance of any act required under this Contract falls on a Saturday, Sunday, or legal holiday, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

Section 22. Counterparts. This Contract may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

Section 23. Exhibit "F". Buyer acknowledges that the Property may have been built prior to 1978 and lead-based paint and lead-based paint hazards may be present on the Property. Exhibit F - Disclosure Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards, is attached hereto and incorporated herein for all purposes.

Section 24. Fire and Other Casualty. Seller agrees to maintain at its cost, until the Closing Date, all insurance (including fire and extended coverage and public liability insurance) currently maintained by Seller to cover the Property. In the event of "material damage" by fire or other casualty to the Property prior to the Closing Date, Seller and Buyer shall each have the option, to be exercised within ten (10) days after receipt of written notice of such damage from Seller to Buyer, of terminating this Contract. Upon any such termination, the parties shall have no further right or obligation hereunder and the Earnest Money shall be returned to Buyer. In the event of "material damage" by fire or other casualty to the Property prior to the Closing Date, and neither party elects to terminate this Agreement pursuant to the terms in this Section, or in the event of damage to the Property which does not constitute "material damage," Seller shall provide Buyer with a credit to the Purchase Price at Closing in the amount of the "cost of repair and restoration or demolition," as appropriate based on the damage to the improvements, to the Property as estimated by a general contractor selected by Seller who is reasonably acceptable to Buyer. In no event shall Seller be obligated to assign to Buyer any claims under any then existing fire and extended coverage insurance policies covering the Property.

As used herein, the term "*material damage*" shall mean damage that has a cost of repair and restoration in excess of ten percent (10%) of the Purchase Price.

As used herein, the term "*cost of repair and restoration*" shall mean an estimate of the actual cost of repair and restoration obtained by Seller from a reputable independent contractor, selected by Seller and reasonably approved by Buyer, regularly doing business in the county in which the Property is located.

Section 25. Disclaimer. (a) Buyer represents and warrants that Buyer has, or shall have inspected and conducted tests and studies of the Property, and that Buyer is or will be familiar, in all respects, with the condition of the Property. Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property and that no person acting on behalf of Seller is authorized to make,

and that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Contract.

(b) **AS IS CONDITION.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS CONTRACT, NEITHER SELLER NOR ANY OF SELLER'S OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PRINCIPALS, OR AFFILIATES NOR ANY OF THEIR AGENTS OR REPRESENTATIVES HAS MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY; (XII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIII) DEFICIENCY OF ANY DRAINAGE; (XIV) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XV) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, FLOOD ZONE OR OTHER NATURAL HAZARD; (XVI) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER.

(c) AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 25(b) ABOVE. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A

PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY.

Section 26. Hazardous Materials. If Buyer discovers any hydrocarbon substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for corrective action or affecting the Property, Buyer shall immediately notify Seller, and if such discovery is made after the Closing, Buyer shall cause the condition to be corrected in accordance with applicable law. FROM AND AFTER THE CLOSING, BUYER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "SELLER ENTITIES") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INVESTIGATORY EXPENSES, CLEAN-UP COSTS AND REASONABLE ATTORNEY'S FEES OF WHATEVER KIND OR NATURE (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OTHER ASPECT OF THE PROPERTY, NO MATTER WHETHER EARLIER DISCOVERABLE OR NOT AND ANY EFFORT OF BUYER AND/OR BUYER'S CONTRACTORS TO CORRECT THE SAME. THIS INDEMNIFICATION DOES NOT APPLY TO THE EXTENT ANY INDEMNIFIED MATTERS ARE CAUSED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY SELLER ENTITIES. Buyer's obligations of indemnity set forth herein shall survive the Closing and shall not be merged with the Deed.

Section 27. Waiver of Trial By Jury. Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Contract, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Contract or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise

Section 28. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department. [Note: This paragraph is provided for informational purposes.]

[Signature Page Follows]

This Contract is EXECUTED as of the Effective Date.

Witnesses:

Print Name

Print Name

SELLER:

CAM DISPOSITION HOLDCO, LLC,
a Delaware limited liability company,

By: _____

As: _____

Its: _____

BUYER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____

Name: Laurie J. Botts

Title: Real Estate Manager of the City of
Orlando

Print Name

Print Name

Acceptance by Escrow Agent

Escrow Agent acknowledges receipt of the foregoing Contract on the date set forth below, and accepts the instructions contained therein.

Dated: _____, 2015

Escrow Agent:

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
Legal Description of Property

Parcel 1

ORANGE MANOR APARTMENTS

2205 Orange Center Blvd., Orlando, Florida 32805

ALL OF BLOCK C, ORANGE CENTER MANOR, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Y, PAGE 66, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Parcel 2

WASHINGTON SHORES APARTMENTS

2021 Orange Center Blvd., Orlando, Florida 32805

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.

Parcel 3

NICHOLS APARTMENTS

541 S. Cottage Hill Rd., Orlando, Florida 32805

BEGIN 9 CHAINS EAST AND 16.5 CHAINS SOUTH OF THE QUARTER SECTION POST ON THE NORTH LINE OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 3.30 CHAINS; EAST 11.5 CHAINS; NORTH 3.15 CHAINS; WEST 11.5 CHAINS, LESS THAT PART EAST OF ROAD, AND THE SOUTH 15 FEET LYING WEST OF VINELAND ROAD OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 9 CHAINS EAST AND 3.45 CHAINS SOUTH OF THE QUARTER SECTION POST OF THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE RUN SOUTH 13.05 CHAINS; THENCE RUN EAST 11.50 CHAINS; THENCE NORTH 13.91 CHAINS; THENCE WEST 11.53 CHAINS TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

THAT PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LAKE SUNSET SHORES, AS RECORDED IN PLAT BOOK S, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LONG STREET (A 60 FOOT RIGHT OF WAY) FOR A DISTANCE OF 518.02 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAGRUDER AVENUE AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 75190-2505, SHEET 9, LAST REVISED 6/75 AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1462.69 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01 DEGREES 00 MINUTES 20 SECONDS FOR A DISTANCE OF 25.67 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 00 DEGREES 23 MINUTES 59 SECONDS EAST; THENCE SOUTH 00 DEGREES 54 MINUTES 09 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 192.35 FEET TO THE WESTERLY EDGE OF EXISTING PAVEMENT; THENCE RUN SOUTH 44 DEGREES 12 MINUTES 11 SECONDS WEST ALONG SAID WESTERLY EDGE OF EXISTING PAVEMENT FOR A DISTANCE OF 7.06 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CARTER STREET AS SHOWN ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE RUN SOUTH 89 DEGREES 18 MINUTES 31 SECONDS WEST ALONG SAID NORTHERLY

RIGHT-OF-WAY LINE FOR A DISTANCE OF 516.33 FEET, THENCE RUN NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 222.06 FEET TO THE POINT OF BEGINNING.

Parcel 4

BORDEAUX APARTMENTS I

1742 Mercy Drive, Orlando, Florida 32808

ALL OF THAT PIECE OR PARCEL OF LAND BEING THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, ALSO DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 89 DEGREES 42 MINUTES 30 SECONDS WEST, 1321.14 FEET TO THE NORTHWEST CORNER OF SAID NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 01 MINUTES 42 SECONDS EAST, 163.52 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 44 MINUTES 15 SECONDS EAST, 1321.06 FEET ALONG THE SOUTH LINE THEREOF TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE NORTH 164.22 FEET TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT RIGHT OF WAY FOR MERCY DRIVE.

AND

BORDEAUX APARTMENTS II

1770 Mercy Drive, Orlando, Florida 32808

LOT 1, BORDEAUX II APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 2, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH THE EASEMENT SET FORTH IN THE DECLARATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 7328, PAGE 2377, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Parcel 5

LAKESIDE VILLAGE APARTMENTS

1740 Mercy Drive, Orlando, Florida 32808

THE NORTH 100 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH QUARTER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

ALSO BEING DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 0 DEGREES 0 MINUTES 20 SECONDS WEST ALONG THE WEST BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE SOUTH QUARTER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, RUN THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1320.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH QUARTER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 263.89 FEET TO THE SOUTHEAST CORNER OF THE NORTH 100 FEET OF THE SOUTH HALF OF

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, THENCE SOUTH 89 DEGREES 48 MINUTES 20 SECONDS WEST 1320.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH 100 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 0 DEGREES 0 MINUTES 20 EAST 263.16 FEET TO THE POINT OF BEGINNING.

LESS THAT PART THEREOF CONTAINED IN MERCY DRIVE ALONG THE EAST LINE OF SAID PROPERTY.

ALSO LESS AND EXCEPT LOTS 25 AND 26, BLOCK A, COLONY COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 66, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Parcel 6

PEPPERTREE CIRCLE APARTMENTS
1471 Mercy Drive, Orlando, Florida 32808

LOT 1, CLEMENT.S ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 57, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Parcel 7

PEPPERTREE SHORES APARTMENTS
1014 Mercy Drive, Orlando, Florida 32808

BLOCK A, CLEMENTS SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 79, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT “B”

Title Commitment

EXHIBIT “C”

Special Warranty Deed

STATE OF _____)
COUNTY OF _____)

KNOW ALL BY THESE PRESENTS:

THAT CAM DISPOSITION HOLDCo, LLC, a Delaware limited liability company (“**Grantor**”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by _____ (“**Grantee**”), the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of that certain real property situated in the City of Orlando, Orange County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures located thereon, and all rights, ways, privileges and appurtenances pertaining thereto (collectively, the “**Property**”).

SUBJECT, HOWEVER, to each of the matters set forth in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging subject to the aforesaid encumbrances, unto Grantee, Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee's Mailing Address:

EXECUTED this day of , 2015.

GRANTOR:

CAM Disposition HoldCo, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of CAM Disposition HoldCo, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this _____ day of _____, 2015.

[NOTARY SEAL]

NOTARY PUBLIC
My Commission Expires:_____

EXHIBIT “A” TO DEED

LEGAL DESCRIPTION

[To Be Attached]

EXHIBIT "B" TO DEED
PERMITTED ENCUMBRANCES

[To Be Attached]

EXHIBIT "D"

General Assignment

THIS GENERAL ASSIGNMENT ("Assignment") is executed by CAM DISPOSITION HOLDCO, LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Buyer"), with reference to the following facts:

A. Seller and Buyer have entered into that certain Contract of Sale dated effective _____, 2015 (the "Contract"), in which Seller has agreed to sell and Buyer has agreed to purchase the real property described in Exhibit "A" attached thereto and the improvements located thereon including the apartment complex locally known as _____ with a physical address of _____ (the "Property").

B. Pursuant to the Contract, Seller has agreed to assign, without recourse, representation or warranty, to Buyer all of Seller's right, title and interest in and to any plans, specifications, reports, licenses, permits, entitlements, warranties, surveys, maps, agreements and contracts relating to the Property to the extent assignable (collectively, the "Contracts and Documents"), subject to any rights of consent as provided therein.

THEREFORE, for valuable consideration, Seller and Buyer agree as follows:

1. Assignment. Seller hereby assigns, sells and transfers to Buyer, without recourse and without representation or warranty, and subject to the encumbrances set forth in the Special Warranty Deed from Seller to Buyer of even date herewith, all of Seller's right, title and interest, if any, in and to the Contracts and Documents (subject to any rights of consent as provided therein).

2. Assumption. Buyer hereby accepts such assignment and assumes all of the benefits and obligations of the Contracts and Documents, and agrees to perform all of the covenants and obligations of Seller under such Contracts and Documents, in each case, which accrue to the period beginning as of the date of this Assignment.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

4. Miscellaneous. This Assignment shall be binding on the parties and their respective successors and assigns. The headings to paragraphs of this Assignment are for convenient reference only and shall not be used in interpreting this Assignment.

5. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida applicable to contracts made and to be wholly performed in such state, without regard to conflicts or choice of law rules.

[Signature Page Follows]

Dated this _____ day of _____, 2015.

SELLER:

CAM DISPOSITION HOLDCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

BUYER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Name: Laurie J. Botts
Title: Real Estate Manager of the City of Orlando

EXHIBIT "E"

Bill of Sale

For good and valuable consideration, the receipt of which is hereby acknowledged, CAM DISPOSITION HOLDCo, LLC, a Delaware limited liability company ("Seller"), does hereby convey by quitclaim to _____, a _____ ("Buyer") any and all Personal Property (as defined in the Contract of Sale dated effective _____, 2015, between Seller and Buyer).

Seller has executed this Bill of Sale and quitclaimed the Personal Property and Buyer has accepted this Bill of Sale and purchased the Personal Property **AS IS AND WHEREVER LOCATED, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ANY RIGHTS OF BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY BUYER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE IN WHICH THE PERSONAL PROPERTY IS LOCATED, OR CONTAINED IN OR CREATED BY ANY OTHER LAW.**

[Signature Page Follows]

Dated this _____ day of _____, 2015.

SELLER:

CAM DISPOSITION HOLDCo, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

BUYER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Name: Laurie J. Botts
Title: Real Estate Manager of the City of Orlando

EXHIBIT "F"

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check [i] or [ii] below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing based on information in Phase I Environmental Site Assessments provided to Buyer and listed on Exhibit "G" to this Contract.
 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check [i] or [ii] below):
 - (i) _____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): Phase I Environmental Site Assessments listed on Exhibit "G" to this Contract.
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

- (c) _____ Buyer has received copies of all information listed above.
- (d) _____ Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

- (e) _____ Buyer (check [i] or [ii] below):
- (i) _____ has received, or will receive during the Option Diligence Period, as defined and set forth in the attached Contract between Seller and Buyer, a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) N/A Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller

Date

Seller

Date

Buyer

Date

Buyer

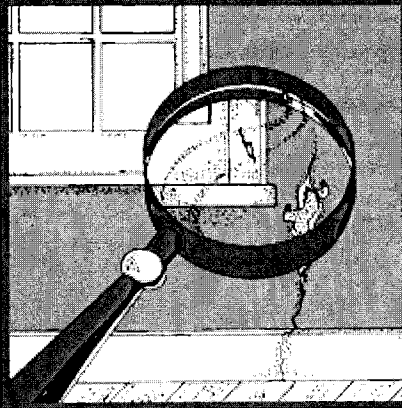
Date

Agent

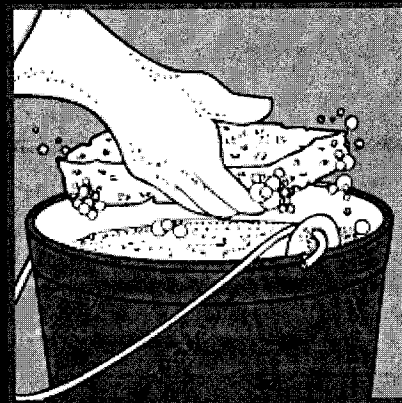
Date

Agent

Date



Protect Your Family From Lead In Your Home



 **United States
Environmental
Protection Agency**



**United States
Consumer Product
Safety Commission**



**United States
Department of Housing
and Urban Development**

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

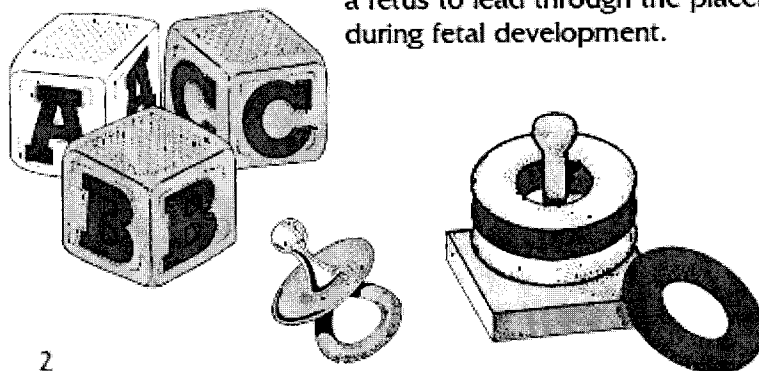
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

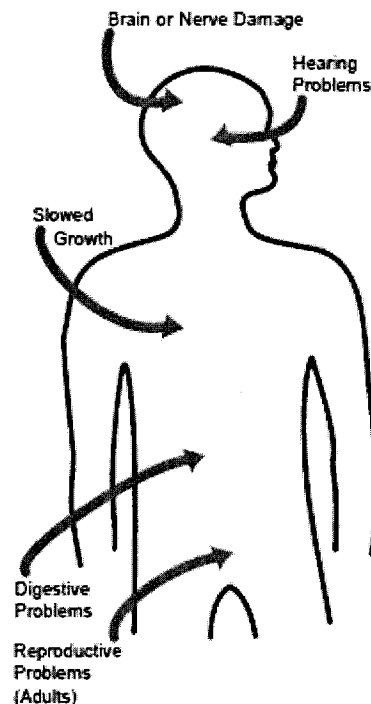
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects
the body in
many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

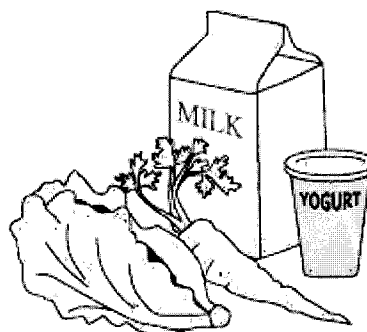
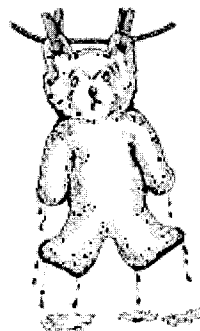
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

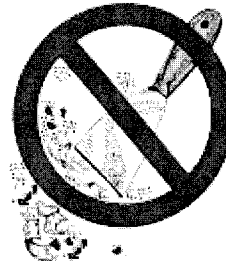
Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

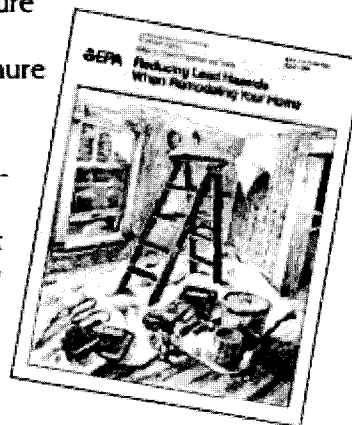
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint.** These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

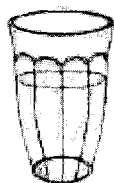
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



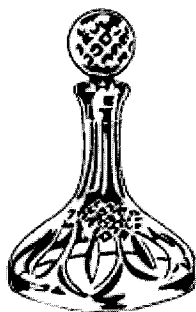
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

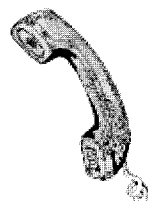
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

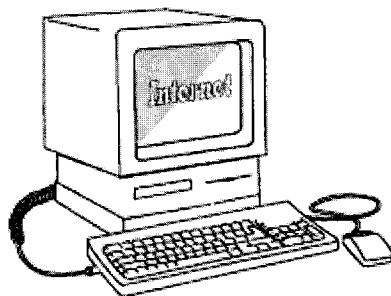


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

**If you think your home has high
levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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EXHIBIT "G"

List of Phase I Environmental Site Assessments

- (a) Phase I Environmental Site Assessment Report covering Orange Manor Apartments, Orlando, Florida prepared by f3, inc., dated July 5, 2013, Project No. 13.0263.
- (b) Phase I Environmental Site Assessment Report covering Washington Shores Village Apartments, Orlando, Florida, prepared by f3, inc., dated July 5, 2013, Project No. 13.0264.
- (c) Phase I Environmental Site Assessment Report covering Nichols Apartments, Orlando, Florida, prepared by f3, inc., dated July 5, 2013, Project No. 13.0262.
- (d) Phase I Environmental Site Assessment Report covering Bordeaux Apartments I and II, Orlando, Florida, prepared by f3, inc., dated June 27, 2013, Project No. 13.0258.
- (e) Phase I Environmental Site Assessment Report covering Lakeside Village Apartments, Orlando, Florida, prepared by f3, inc., dated July 5, 2013, Project No. 13.0259.
- (f) Phase I Environmental Site Assessment Report covering Peppertree Circle Apartments, Orlando, Florida, prepared by f3, inc., dated July 5, 2013, Project No. 13.0260.
- (g) Phase I Environmental Site Assessment Report covering Peppertree Shores, Orlando, Florida, prepared by f3, inc., dated June 27, 2013, Project No. 13.0261.
- (h) Report of Comprehensive NESHAPS Pre-Demolition Survey For Asbestos Containing Materials covering Bordeaux I, Lakeside Village and Bordeaux II, Orlando, Florida, prepared by Diversified Management Corporation, dated September 30, 2014, DMC Project No. 14-127.

ADDENDUM TO CONTRACT OF SALE

This Addendum is entered into and effective on ____ of _____, 2015 by and between **CAM DISPOSITION HOLDCO, LLC**, a Delaware limited liability company ("Seller") and **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Buyer"), amending and supplementing that certain Contract of Sale (the "Contract") dated ____ of _____, 2015, concerning the real property located at (a) 2205 Orange Center Blvd., Orlando, Florida 32805; (b) 2021 Orange Center Blvd., Orlando, Florida 32805, (c) 541 South Cottage Hill Rd., Orlando, Florida 32805, (d) 1742 Mercy Drive, Orlando, Florida 32808 and 1770 Mercy Drive, Orlando, Florida 32808 (e) 1740 Mercy Drive, Orlando, Florida 32808 (f) 1471 Mercy Drive, Orlando, Florida 32808, and (g) 1014 Mercy Drive, Orlando, Florida 32808 (collectively, the "Property"). Seller and Buyer agree as follows:

1. Addendum Controls. Notwithstanding anything to the contrary in the Contract, the following terms shall be incorporated into and made part of the Contract. In the event any terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

2. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as in the Contract.

3. Property/Purchase Price. The Purchase Price for the Property has been negotiated based on the parties' respective appraised values of the Property. The Contract is for a portfolio sale and Buyer and Seller may have different allocations of the Purchase Price to the individual properties. For informational purposes, the Buyer's allocation to each portion of the Property is set forth below.

- (a) **Orange Manor Apartments**, with a street address of 2205 Orange Center Blvd., Orlando, Florida 32805 and a value of SIX HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED ELEVEN AND 52/100 DOLLARS (\$637,411.52);
- (b) **Washington Shores Apartments**, with a street address of 2021 Orange Center Blvd., Orlando, Florida 32805 and a value of TWO MILLION ONE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED FIFTEEN AND 19/100 DOLLARS (\$2,188,515.19);
- (c) **Nichols Apartments**, with a street address of 541 South Cottage Hill Rd., Orlando, Florida 32805 and a value of FOUR HUNDRED THOUSAND FOUR HUNDRED FIFTY ONE AND 72/100 DOLLARS (\$400,451.72);
- (d) **Bordeaux Apartments I**, with a street address of 1742 Mercy Drive, Orlando, Florida 32808 and **Bordeaux Apartments II**, with a street address of 1770 Mercy Drive, Orlando, Florida 32808 and a total value of ONE MILLION ONE HUNDRED TWO THOUSAND EIGHTEEN AND 29/100 DOLLARS (\$1,102,018.29);
- (e) **Lakeside Village Apartments**, with a street address of 1740 Mercy Drive, Orlando, Florida 32808 and a value of ONE MILLION FIVE HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED THIRTY FOUR AND 70/100 DOLLARS (\$1,525,234.70);

- (f) **Peppertree Circle Apartments**, with a street address of 1471 Mercy Drive, Orlando, Florida 32808 and a value of THREE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED THIRTEEN AND 22/100 DOLLARS (\$372,513.22) ; and
- (g) **Peppertree Shores Apartments**, with a street address of 1014 Mercy Drive, Orlando, Florida 32808 and a value of SIX HUNDRED TWENTY THOUSAND EIGHT HUNDRED FIFTY FIVE AND 37/100 DOLLARS (\$620,855.37)

Buyer's Approval may be delivered to Seller by email notification and receipt thereof shall be promptly acknowledged within two (2) business days after receipt by Seller, to an email distribution list for both parties to be confirmed in writing and acknowledged by Seller and Buyer promptly following the Effective Date.

4. Closing Deliverables. In addition to those matters set forth in Section 6(a) of the Contract, at Closing Seller will cause the Title Company to issue a marked up Title Commitment insuring Buyer as of the date and time of the recording of the Deed, together with a pro-forma of the Owner Policy consistent therewith, in each case reflecting no additional title exceptions which are not Permitted Exceptions.

Seller's share of escrow fees payable to Escrow Agent shall not exceed Two Hundred and Fifty Dollars (\$250.00).

5. Insurance. Buyer shall not be required to obtain a policy of commercial general liability insurance as described in Section 5. (c) of the Contract, but Buyer will be self insured for the risks covered by such a policy of commercial general liability insurance up to the limits set forth in Section 5. (c) of the Contract at all times after the Effective Date and until the earlier to occur of Closing or the termination of the Contract. Buyer shall have the right to designate Lift Orlando, Inc. ("Lift") to undertake some or all of the due diligence as contemplated in the Contract, in which event Lift shall be required to obtain and provide evidence of commercial general liability insurance as described in Section 5. (c) of the Contract.

6. Ineligible Purchaser. Buyer intends to sell the Property so that appropriate portions, but not necessarily all, of the Property (which is currently dilapidated, vacant, fenced and boarded up) can be redeveloped and operated in the future as multifamily residential properties including affordable/workforce housing components. Seller acknowledges that Buyer will not itself operate the Property as multifamily residential property, that the Property may not immediately be operated as a multifamily residential property pending its redevelopment, that limited portions of the Property may end up being operated as other neighborhood/community uses such as recreation, education and local commercial, and that Buyer is not an Ineligible Purchaser as a result thereof.

7. Contracts and Agreements. Notwithstanding anything in the Contract to the contrary, Buyer will assume only those contracts and agreements relating to the Property, as described in Section 6 (a) (2) of the Contract, of which Buyer has received a legible copy prior to the date of Buyer Approval and which are terminable without penalty upon thirty (30) days advance notice. Contracts to be assumed shall be specifically listed on the General Assignment

executed at Closing. In addition, the rights to be assigned under the General Assignment also expressly shall include any and all existing development rights (including without limitation those relating to impact fees and utility connections) relating to the Property. Buyer acknowledges that it will take title to the Property subject to laundry leases, cable television agreements and voice, video and data provision agreements (including easements and rights of entry related thereto) as provided in Section 3(d) of the Contract.

8. Taxes. Buyer is exempt from payment of ad valorem and non-ad valorem taxes. As a result, Buyer may direct that the amount of the prorated ad valorem and non-ad valorem taxes as described in Section 6 (b) of the Contract be paid by the closing agent directly to the tax collector rather than shown as a credit or adjustment on the settlement statement. After such payment, Seller will have no further obligation to pay ad valorem and non-ad valorem taxes for any portion of the Property.

9. Appraisal Fee. Seller has agreed to pay fifty percent (50%) of the cost of certain appraisal services performed by Pinel & Carpenter Incorporated associated with the Property. The total due to Pinel & Carpenter for such services is Eighteen Thousand Dollars (\$18,000). Seller will pay or reimburse Buyer the sum of Nine Thousand Dollars \$9,000.00 at Closing or earlier termination of the Contract.

10. Sovereign Immunity. Buyer is a Florida municipal corporation whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Buyer beyond that provided in section 768.28, Florida Statutes. Further, nothing in the Contract or this Addendum is intended as a waiver of Buyer's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. There shall be no obligation to remediate or indemnify Seller under Section 26 of the Contract for any existing hazardous materials or environmental condition whatsoever, known or unknown, other than for any contamination or releases caused by Buyer or its designee during inspections or investigations of the Property prior to the Closing Date, or as a result of improper handling or disposition of hazardous materials during demolition and redevelopment of any of the Property.

11. City Approval. Seller acknowledges and agrees that the obligation of Buyer to close the purchase of the Property pursuant to the Contract and this Addendum is contingent upon approval by the Orlando City Council.

12. Counterparts. This Addendum may be executed in one or more counterparts, each of which when combined shall constitute an original. PDF or facsimile copies of this Addendum executed by Seller or Buyer may be relied upon as an original.

13. Full Force and Effect. Except as amended hereby, the Contract shall remain in full force and effect.

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

Witnesses:

Print Name

Print Name

Print Name

Print Name

SELLER:

CAM DISPOSITION HOLDCO, LLC,
a Delaware limited liability company,

By: _____
As: _____
Its: _____

BUYER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Name: Laurie J. Botts
Title: Real Estate Manager of the City of
Orlando

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