

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Grant Expenditures	\$3,000,000				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$3,000,000				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No
Does this Item include the use of Federal funds? Yes X No
Does this Item include the use of State funds? Yes No X

Budget Account No.:

Fund 1164 Dept 143 Unit 310M Object 8201 Program Code/Period N/A

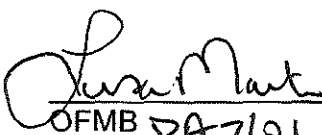
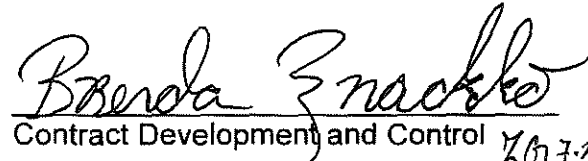
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding source is ARPA Response Replacement Fund


C. Departmental Fiscal Review: 
Valerie Alleyne, Division Director II
Finance and Administrative Services, DHED

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 7/21/25  7/24/25
OFMB DA 7/21/25 Contract Development and Control 7/22/25

B. Legal Sufficiency:

 for H. Falcon 7/24/25
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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PALM BEACH COUNTY ARPA PROGRAM LOAN AGREEMENT

THIS IS A LOAN AGREEMENT (the "**Agreement**"), entered into on April 30, 2025, (the "Effective Date") by and between **Palm Beach County**, a political subdivision of the State of Florida, (hereinafter referred to as the "County" or the "Lender"), and **Roseland Gardens, LLLP**, a Florida limited liability limited partnership (the "Borrower"), whose principal office is at 1100 NW 4th Avenue, Delray Beach, FL 33444.

WITNESSETH:

WHEREAS, the County made \$4,633,305 in County ARPA Response Replacement Fund (ARPA) funding available for new construction of affordable multifamily housing; and

WHEREAS, the County made \$7,891,211 in ARPA funds available for affordable housing under Notice of Funding Availability HED.2023.1 (NOFA); and

WHEREAS, Borrower applied to the County for ARPA funding in connection with Request for Proposal HED2023.2 (RFP); and

WHEREAS, on June 13, 2023, the County approved an award of ARPA funds in the principal amount of \$3,000,000 to be made available to Borrower subject to the execution of this Agreement; and

WHEREAS, Borrower wishes to use the ARPA funds for certain costs associated with constructing a 148 unit multifamily development on the Property, as defined herein, to be known as Roseland Gardens; and

WHEREAS, Borrower proposes to rent the ARPA-Assisted Units, upon completion of their construction, to persons/households having certain income levels as more particularly described herein; and

WHEREAS, Borrower and the County have negotiated the terms and conditions of, and wish to enter into this Agreement in order to set forth the terms and conditions for the disbursement of the Loan funds.

NOW, THEREFORE, in consideration of the Property, and of the mutual covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the County agree as follows:

Article I. Definitions

"Affordability Period" means the number of years the ARPA-Assisted units must remain affordable. For purposes of this agreement, the affordability period shall be fifty years (50) from the date of issuance of a Certificate of Occupancy.

"AMI" shall mean the most current area median income published by HUD for the West Palm Beach-Boca Raton Metropolitan Statistical Area

"ARPA" means the County's American Rescue Plan Program.

"ARPA-Assisted Units" means one hundred percent (100%) of the one-hundred forty-

eight (148) multi-residential units located on the Property that will be restricted to comply with ARPA Program requirements as further defined in Section 4.01 hereof.

“Closing Date”, “Closing” or “Loan Closing” means the date on which the Project’s Loan Documents are executed by the Borrower and the Loan is closed.

“Construction Costs” means the labor and material costs related to the rehabilitation and/or construction of the Project as evidenced by an American Institute of Architects (AIA) payment certificate or other evidence reasonably satisfactory to County

“DHED” shall mean Palm Beach County’s Department of Housing and Economic Development

“Eligible Beneficiaries” for purposes of this Agreement, means a person or persons who is/are the tenant(s) of the ARPA-Assisted Units and whose incomes, adjusted by family size, do not exceed sixty percent (60%) of the Area Median Income (AMI)

“Loan” means the Loan described in Article II hereof.

“Loan Documents” means this Agreement; the Mortgage; the Promissory Note; the Declaration of Restrictions; and all other documents evidencing or securing Borrower’s obligations or performance.

“Low-Income Persons and Households”, for purposes of this Agreement, means persons or households whose annual incomes do not exceed 60 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger households, except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low household incomes.

“Organization Documents” means (i) for a corporation or non-profit corporation, its certificate of incorporation, articles of incorporation and bylaws; (ii) for a limited partnership, its certificate of limited partnership and limited partnership agreement and the Organization Documents of each general partner that is an entity; (iii) for a limited liability company, its certificate of organization and operating agreement and the Organization Documents of each member that is an entity; (iv) for a general partnership, its partnership agreement, the Organization Documents of each general partner that is an entity; and (v) for each of the foregoing, such resolutions of Borrower and each general partner or member as County may reasonably request.

“Permitted Exceptions” means those exceptions as identified in the title commitment and accepted by the County that will remain as exceptions on the issued title insurance policy.

“Professional Services Costs” means costs of architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups for the Project.

“Project” means the construction and development of a 148 unit multi-family

development for the elderly on the real property located at” the northeast intersection of Lake Avenue and Southern Blvd within the City of West Palm Beach and as more fully described on Exhibit A hereto (the “Land”) .

“**Project Completion**” means such time as Borrower has complied with the conditions of Sections 3.01 and 3.03 of this Agreement, and Borrower has obtained certificates of occupancy.

“**Property**” shall mean the Borrower's leasehold interest in the land as described in Exhibit A.

“Senior Mortgage” means each mortgage securing a Senior Loan as defined in Section 2.02 herein

“Senior Mortgagee” means each holder of a note secured by a Senior Mortgage

“**Soft Costs**” means costs related to market studies, appraisals, environmental studies cost certifications that are reasonable and necessary for acquisition, construction or rehabilitation of the Project, and other similar costs.

“**Substantial Completion**” shall mean when the Project is sufficiently complete to permit to use for its intended purpose. Substantial Completion includes, but is not limited to a Certificate of Occupancy or Certificate of Completion, all general construction completed.

Any other capitalized terms used herein but not otherwise defined herein will have the meaning assigned to such terms in the Loan Document in which they are defined.

Article II. Agreement terms, conditions, and disbursements

Section 2.01 Loan Details

- (A) County hereby agrees to make a Loan to Borrower from County -appropriated funds made available to County pursuant to RFP HED 2023.2 in an amount not to exceed Three Million Dollars and 00/100 (\$3,000,000) at an interest rate of one percent (1%) simple interest per year for a period of Twenty years at the terms and conditions set forth herein, and in the Promissory Note (the “Note”) and Leasehold Mortgage and Security Agreement (the “Mortgage”) which are attached hereto and made a part hereof as Exhibit B and Exhibit C, respectively.
- (B) The Borrower agrees that as a condition of the Loan the Borrower, shall construct the Project for purposes of renting the ARPA-Assisted Units to Eligible Beneficiaries. The ARPA-Assisted Units shall be restricted to eligible households whose incomes, adjusted by family size, do not exceed sixty percent (60%) of AMI for a period of fifty years (50) years from the date of Certificate of Occupancy. These restrictions shall be secured by a Declaration of Restriction (DOR) attached hereto as Exhibit D.
- (C) The Borrower shall accept the Loan comprised of ARPA funds and expressly agrees to comply with and to perform all of the terms and conditions of the Loan Documents.

- (D) Any ARPA funds not drawn or expended by the date provided below shall be retained by the County and shall not be eligible for disbursement to the Borrower and the County may reallocate such funds for other projects or needs, unless such date is extended by written amendment to this Agreement. Furthermore, the County shall not be obligated to replace unused or reallocated ARPA funds with funds from another source, and the County's right to reallocate such ARPA funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.
- (E) Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.
- (F) The Borrower recognizes and understands that by entering into this Agreement, the County wishes to further its provision of affordable housing to income-qualified households in a timely manner. The Borrower also recognizes and understands that the Borrower's performance as established under this Agreement is critical to the County's efforts in the provision of affordable housing, compliance with ARPA requirements, and requirements for the use of ARPA funds.
- (G) The Borrower agrees that time is of the essence in regards to the Borrower's construction and rental of the one hundred forty eight (148) ARPA-Assisted Units and the continued occupancy of said housing units as more fully specified herein.
- (H) In recognition of the above, the Borrower shall implement the Project as follows:
- 1) The Borrower shall have closed on the Loan as specified herein no later than _____ 2025.
 - 2) The Borrower shall have submitted draw requests for 100% of the Loan up to \$_____ by _____, 202____.
 - 3) The Borrower shall have completed the construction of all ARPA-Assisted Units, received final certificates of occupancy, and have made best efforts to rent all ARPA-Assisted Units to Eligible Beneficiaries by _____, 202____.
 - 4) If unforeseen circumstances occur that impact the Borrower's ability to meet the performance dates and require revisions thereto, the Borrower shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or the County's DHED Director, may, at his/her sole discretion, revise/amend the performance dates via written notification to the Borrower. The completion date for all activities may be revised only by an amendment to this Agreement.

Section 2.02 Additional Project Funding and Subordination

- (A) The County acknowledges its third position in Project funding, which includes four (4) additional loans.

- 1) A loan in favor of TD Bank, N.A. in the principal amount of Forty-Four Million dollars and 00/10 (\$44,000,000) (the "Construction Loan"), which shall be refinanced to a loan in favor of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its successors or assigns, in the principal amount not to exceed of Thirty Million Thirty Thousand dollars and 00/100 (\$30,030,000) (the "Permanent Loan"). The Construction Loan and the Permanent Loan shall be secured by a first priority leasehold mortgage encumbering the Property.
 - 2). A loan in favor of Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida in the amount of Two Million Sixty Five Thousand dollars and 00/100 (\$2,065,000), to be secured by a second priority leasehold mortgage encumbering the Property (the "FHFC Loan" and together with the Construction Loan and the Permanent Loan, the "Senior Loans")
 3. A loan in favor of the City of West Palm Beach in the amount of Six Hundred Forty Thousand and 00/100 (\$640,000; to be secured by a fourth priority leasehold mortgage encumbering the Property (the "City Loan")
 4. A loan in favor of the West Palm Beach Housing Authority in the amount of One Million Seven Hundred Ninety Thousand dollars and 00/100 (\$1,790,000), to be secured by a fifth priority leasehold mortgage encumbering the Property (the "WPBHA Loan", and together with the City Loan, the "Subordinate Loans").
- (B) County hereby approves the Senior and the Subordinate Loans and further agrees to any refinancing of the Senior and Subordinate Loans so long as the refinancing does not increase the amount of indebtedness originally secured by the Senior and Subordinate Loans mortgage plus applicable reasonable fees and costs associated with refinancing

Section 2.03 Conditions of Closing

The conditions listed below are conditions of the County's closing of the Loan and acceptance of the Mortgage and disbursement of funds and shall be complied with in form and substance satisfactory to the County prior to the closing:

(A) Title Insurance

- 1) Within thirty (30) days of the Effective Date, Borrower shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to County, agreeing to issue to County upon recording of the Mortgage a Lender's Title Insurance Policy, including a Florida Form 9 endorsement, in the amount of the Note secured by said Mortgage, subject only to the Permitted Exceptions. Said commitment shall have attached to it legible copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefor shall be borne by Borrower.
- 2) County shall have thirty days (30) after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show

as an exception any matter other than the Permitted Exceptions, County may notify Borrower of its objections thereto and Borrower shall act to remove such exceptions, which exception shall be deemed to constitute title defects. The Borrower shall be entitled to thirty days (30) from the day of notification within which to cure such defects or arrange with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto within said thirty-day (30) period, the County shall have the option of accepting title, as it then exists or terminating this Agreement, by giving written notice thereof to Borrower, in which event the parties shall be relieved of all further obligations hereunder.

- 3) County may request, prior to the Closing, an update of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Borrower shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an Mortgagee's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property; (c) easements or claims of easement not shown by the public records; (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the Mortgage is recorded in the Public Records; and (g) any general or specific title exceptions other than the Permitted Exceptions.

(B) Survey

Borrower shall, concurrent with the submission of the above mentioned title commitment, deliver to the County a current certified survey of the Project, prepared by a surveyor acceptable to the County, showing the following:

- 1) The location of the perimeter of the Project by courses and distances and perimeter footings in place, and by reference to Township, Range, Section unless platted, in which case, reference shall be to Tract, or Lot and Block per Plat.
- 2) The location of and the identification by reference to recording data of all easements, rights-of-way, conditions and restrictions on or appurtenant to the Property
- 3) The location of all building setback lines.
- 4) The lines of the streets abutting the Property and the width thereof.
- 5) All encroachments upon the Property, and the extent thereof, in feet and inches.

6) Flood zone certification.

7) Any other notations required for the deletion of the survey exception from the Title Insurance Policy to be issued in accordance with Section 2.03(A) above and any other requirements requested by the County.

8) The survey shall be certified to Palm Beach County, a political subdivision of the State of Florida.

(C) Promissory Note

The Promissory Note, attached hereto as Exhibit "B" shall be duly authorized, executed and delivered to the County.

(D) Mortgage

The Mortgage, attached hereto as Exhibit C, shall be duly authorized, executed, acknowledged, recorded by the Borrower, and delivered to the County, shall be a valid third position mortgage lien on Borrower's leasehold interest in the Project and on all fixtures and personal property owned by Borrower to be used in connection with the improvements. The Mortgage shall include the following:

1) The Note secured by the Mortgage shall not be subject to any prepayment penalty.

2) The Mortgage shall become immediately due and payable upon an unpermitted sale, transfer, or refinancing of the Property (excluding liens bonded off or insured over and excluding an immaterial condemnation of the Property, or if fifty (50%) (aggregate) or more of the Borrower's ownership is transferred to a non-affiliated entity. Notwithstanding the foregoing, the County will permit Borrower's Investor Limited Partner (Raymond James Tax Credit Fund XX L.L.C.) to transfer its limited partner interest in Borrower to any person or entity at any time. In addition, Borrower's Investor Limited Partner may remove any General Partner or Special Limited Partner of Borrower in accordance with the terms and conditions of Borrower's Amended and Restated Agreement of Limited Liability Limited Partnership dated as of April 1, 2025 (the "Partnership Agreement"), and shall be able to replace the General Partner or Special Limited Partner with a partner selected by the Investor Limited Partner without the consent of the County. The General Partner may exercise its purchase option under the Partnership Agreement without the consent of the County. Each transfer described herein is a ("Permitted Transfer"). No Permitted Transfer shall cause a default under the Loan Documents. The County shall not receive any fee or other amounts from Borrower in connection with a Permitted Transfer. The Partnership Agreement may be amended or modified in connection with a Permitted Transfer without the prior written consent of the County.

3) The Mortgage shall be non-assumable, unless the County has otherwise consented, which consent shall not be unreasonably withheld, conditioned or delayed, as more particularly set forth in the Mortgage.

(E) Declaration of Restrictions

The Declaration of Restrictions attached hereto as Exhibit D shall be executed, recorded and delivered to the County by the Borrower. These restrictions (the "Declaration") shall be deemed a covenant running with the land for a period of fifty years (50) commencing on at the issuance of a certificate of occupancy (the "Declaration Period") and are binding upon the undersigned, their heirs, executors, successors, and assigns.

(F) Mortgagor's Affidavit

An affidavit of Borrower shall be executed and delivered to the County as required by the title insurer as noted above, certifying to all such facts as are required to delete the Standard Exceptions from the Lender's Title Insurance Policy and certifying that no liens exist on the Property (except for liens bonded over or insured to the County's and title insurer's satisfaction allowing the removal of such liens from the title policy or any subsequent endorsement) except for taxes not yet due and payable, the Subordinate Mortgage, and such other items as may be identified as the Permitted Exceptions that the County does not object to, and that no other parties are entitled to possession.

(G) Organization Documents

The Borrower shall deliver to the County the following documents:

- 1) The Certificate of Limited Partnership of the Borrower and all amendments thereof, certified by the appropriate official of the State of Florida, together with certificates of such official to the effect that Borrower is in good standing therein.
- 2) Certified resolutions or equivalent of the Borrower authorizing the execution and delivery of this Agreement, the Mortgage, the Promissory Note, the Declaration of Restrictions and all other documents necessary or desirable, for the consummation of the transactions contemplated by this Agreement.

(H) Flood Insurance

The Borrower shall deliver to the County evidence satisfactory to the County either that the Project is not within a hazardous flood area as designated by the Department of Housing and Urban Development and any other governmental authority, or if the Property is within such a hazardous area, that the Property are covered by flood insurance supplied by the Federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsements thereto providing for the County's interests in the same manner as the Builder's Risk Insurance, including without limitation that such insurance will not be canceled without 30 days- notice to the County. Borrower agrees that the County shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums if Borrower fails to do so in accordance with the terms of the Agreement. Any funds disbursed to continue said policies in full force and effect shall be considered as disbursements under

the Mortgage and shall bear interest from the date of disbursement at the same rate as other disbursements and payment of said funds and interest shall be secured by the Mortgage. Satisfactory evidence of flood area designation shall be a certification from the Surveyor appearing on the survey drawing.

(I) Opinion of Borrowers Counsel

The Borrower shall deliver to the County an opinion of counsel for Borrower and addressed to the County, such counsel to be reasonably satisfactory to the County, to the effect that:

- 1) This Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms subject to applicable bankruptcy, insolvency, and similar laws affecting rights of creditors.
- 2) That Borrower is a Florida limited liability limited partnership in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder and pursuant to the Loan Documents.
- 3) The execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not violate any Federal, Florida, or local law, rule or regulation.
- 4) That the execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not (1) violate the Borrower's Organization Documents, or (2) to counsel's knowledge, constitute a breach of or a default under any agreement or instrument to which the Borrower is a party or by which it or its assets are bound or result in the creation of a mortgage, security interest or other encumbrance upon the assets of the Borrower (except as set forth in the Loan Documents), or (3) to counsel's knowledge, violate a judgment, decree or order of any court or administrative tribunal, which judgment, decree or order is binding on the Borrower or its assets.
- 5) That to counsel's knowledge, and based on a certificate to be provided by Borrower, there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Property , including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings under the Bankruptcy Code or any similar statute.
- 6) That the lien of the Mortgage is a valid third position lien on Borrower's leasehold interest in the Property and the security interest described in the Mortgage is a good and valid security interest.
- 7) Such other matters as the County may reasonably require.

(J) Budget and Schedule

The Borrower shall deliver to the County a current Project budget and a production schedule.

(K) Designation of ARPA-Assisted Units

The entire Project consists of 148 units, all of which will be designated as ARPA-Assisted Units within the Project.

(L) Expenses

The Borrower shall pay all fees and charges incurred in the procuring and making of this Loan, if applicable, and other reasonable expenses incurred by the County related to the administration of the Loan, including but not limited to, Title Insurance Company's fees and premiums, charges for examination of title to the Property, expenses of surveys, recording expenses, any and all insurance premiums, taxes, assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Property, rental compliance monitoring fee, and administrative fee as applicable, and any other amounts necessary for the payment of the cost of improvements, or as otherwise enumerated in any other Loan Document.

(M) Other Documents

The Borrower shall deliver to the County such other documents and information as the County may reasonably require.

(N) Inability to Close Loan

Either party may terminate this Agreement upon written notice to the other party if the contingencies to close the Loan or conditions precedent to closing have not been met by the Closing Date and the County does not agree, in its sole discretion, to extend the closing deadline.

Section 2.04 Eligible Reimbursable Project Expenses

(A) The disbursement of ARPA funds provided by this Agreement shall be provided based on reimbursement of Eligible Project Costs, as defined in subsection 2.04(B) below

(B) Eligible uses of the County Loan funds are limited to Project development costs attributable to the 148 ARPA-Assisted Units and shall include, but not be limited to, cost associated with the below:

1) Soft Costs

- Consultant and Professional Services, which includes Architectural, Engineering and Design, Project Management and Asbestos Survey, Asbestos Abatement Oversight Consultant, if needed.
- Permits, Fees, etc.

- Utility Connection Fees and Utility Relocation.

2) Hard Cost

- Construction Materials.
- Labor.
- Utilities.
- HVAC.
- Painting.
- Paving sidewalks, parking lots, and driveways.
- Landscaping
- Demolition.
- Site improvement General conditions, builder's profit and overhead under the construction contract

(C) Cost Eligibility Determination

Determination of cost eligibility and reasonableness shall be at the County's sole and absolute discretion. Cost for off-site improvements, payment of delinquent taxes, legal fees and other fees, and costs related to other Project financing are ineligible for payment with County funds.

Section 2.05 Requirements for Disbursement of Loan Funds

The Borrower may request disbursement for Eligible Project Costs from the County for up to \$3,000,000 for payments made by the Borrower after June 13, 2023.

The Borrower may receive disbursement or payment for the below enumerated eligible cost categories provided the Borrower has complied with the requirements of this Agreement in connection with the following categories.

(A) Construction Costs

The Borrower shall enter into one construction contract with a prime contractor covering all construction work associated with the Project (including site preparation, construction of on-site infrastructure, site improvements and amenities for the one hundred forty eight (148) ARPA-Assisted Units described herein). The construction contract may include the cost of general conditions, builder's profit and overhead, builder's risk insurance and bonding costs. The construction contract shall contain a schedule of values (G 703) or the equivalent and a detailed cost breakdown acceptable to the County for each ARPA-Assisted Unit in the Project.

The construction contract shall include the construction contract requirements associated with the use of ARPA funds for this Project as more fully delineated herein.

- 1) Disbursements made hereunder shall be limited to on-site construction improvements and shall **exclude** the cost of off-site improvements and work associated with Non- ARPA-Assisted Units.

- 2) The County shall have received a copy of the executed construction contract

(including all attachments such as plans/specifications). Subsequently, the Borrower shall provide the County a copy of all executed change orders to the construction contract bearing the approval of the Consultant (as defined in this Agreement).

- 3) The County shall have received Consultant's plan and cost review either addressed to or certified to the County, or accompanied by a reliance letter in favor of the County, stating that the costs contained in the prime contractor's construction contract are reasonable.
- 4) Borrower shall submit to County a schedule of values for the construction of the Project. The schedule of values shall be submitted prior to or with the first draw request.
- 5) The Borrower shall withhold in accordance with Florida Statute 255.078 a public construction retainage of either (i) five percent (5%) on each payment requested by the prime contractor, (ii) or such amounts of retainage as is required by the documents evidencing the Construction Loan, which retainage shall only be released to the prime contractor with the final payment upon the prime contractor's (and subcontractors') full compliance with the terms and conditions of the construction contract including compliance with the requirements associated with the use of ARPA funds for the Project. The Borrower shall obtain the County's written approval prior to release of the accumulated retainage, which approval shall not be unreasonably withheld, provided the prime contractor has met the requirements set forth in the construction contract.

(B) Architectural, Engineering, and Other Consulting Fees

The Borrower shall enter into a contract with a professional engineer or an architectural consultant, which may be Borrower's engineer or architect of record for the Project. The architectural consultant shall be a Florida Registered Architect. Borrower shall designate the professional engineer or the architectural consultant, as the "Consultant" for this Project. The Consultant shall provide architectural, landscape architecture, surveying, planning, and engineering consultant services for the design and construction supervision of the Project. The Consultant shall also review all applicable construction costs and change orders, coordinate any asbestos abatement work with the construction work, review and approve all applicable construction contractor payments, and provide DHED with written certification that the work have been completed acceptably in accordance with the plans and specifications.

The Borrower shall deliver to County a copy of a Consultant's contract for which the Borrower wishes to receive disbursement, including any amendment(s).

(C) Building Permits and Utility Connection Fees

Building permits and Utility Connection fees shall be limited to only those pertaining to the Project

(D) Other Costs Not Listed Above

The County, in its sole discretion, shall determine eligibility of other costs not listed above.

Section 2.06 Submittal Request for Disbursement of Loan Funds

Any request for a disbursement of loan funds shall include, but not be limited to, the following documentation:

- (A) A letter from the Borrower on the Borrower’s letterhead shall be provided to County for each disbursement request. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available), and shall contain a statement requesting the payment of the amount needed for reimbursement or payment, as well as the name and signature of a person authorized by the Borrower to make such a request.
- (B) A copy of the paid invoice(s) supporting the Borrower’s disbursement request shall accompany each disbursement request letter.
- (C) Proof of payment made by the Borrower shall accompany each disbursement request letter provided that such proof of payment demonstrate that payment was made or cost incurred after the Payment Eligibility Dates.
- (D) For reimbursement of permit and utility fees, a copy of the permit application (or similar document) issued by the entity levying the fee and showing the amount of the fee paid shall accompany each disbursement request letter.

Article III. Representations, Warranties and Covenants of Borrower

Section 3.01 Covenants of Borrower

(A) Development:

Borrower shall develop the Project substantially in accordance with the proposal submitted by Borrower in response to County’s RFP HED 2023.2 (RFP). In the event of a conflict between a ARPA funding requirement, a specific term of this Agreement, and an element of Borrower’s proposal, the more stringent requirement will prevail.

(B) Standards:

Borrower shall construct all ARPA-Assisted Units in compliance with all applicable State and local codes, ordinances and zoning requirements. All demolition or construction must meet State or local residential building codes, as applicable, or in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. All ARPA-Assisted Units shall be constructed to mitigate the impact of potential disasters, such as hurricanes or flooding, in accordance with such governmental regulations. All ARPA-Assisted Units must meet the applicable requirements upon completion of construction and shall be maintained in compliance with all such State and local codes, ordinances and

zoning requirements for the duration of the Affordability Period required by the Loan Documents. This maintenance requirement shall survive the expiration or earlier termination of this Agreement for five (5) years after the Affordability Period terminates.

(C) Asbestos:

The Borrower shall ensure that its bid and construction contract documents contain a prohibition against the use of any materials containing asbestos in connection with the construction of all ARPA-Assisted Units. Said documents must clearly state that all materials to be used in connection with the construction of these units shall be asbestos-free.

1) Requirements for Asbestos Survey and Abatement:

- a) Asbestos Survey: The Borrower shall obtain a comprehensive asbestos survey of all building components and materials that will be disturbed during the construction work. The survey shall be performed by a Florida licensed asbestos consultant and shall comply with the requirements shown in Exhibit E attached hereto.

The Borrower shall provide the County with a copy of the comprehensive asbestos building survey report.

As an alternative, the Borrower may request that the County (DHED) obtain the asbestos survey, in which instance, the County shall deduct the associated cost of such asbestos survey from the funds made available through this Agreement and shall provide the Borrower with a copy of the comprehensive asbestos survey report.

- b) Asbestos Abatement: Should the above-mentioned asbestos survey of the Property reveal the presence of any asbestos-containing building materials (ACBM) that require abatement in the reasonable opinion of the County, then the Borrower shall include such abatement in the construction contract documents and shall comply with the reasonable directives from the County regarding such abatement. All asbestos abatement work shall be performed by a Florida Licensed Asbestos Abatement Contractor, and when required by the County, shall be monitored by a Florida licensed asbestos consultant for Project oversight. The Borrower shall act in accordance with the County's Risk Management Department's asbestos abatement specification requirements.
- c) Borrower shall include the asbestos abatement work in the construction contract. Otherwise, such work shall be procured separately by the Borrower, or by the County, in accordance with the requirements of Exhibit E and shall be performed prior to commencement of the vertical construction work. If the County procures the asbestos abatement work, then the County shall deduct the cost of such abatement work from the funds made available through this Agreement.

(D) Energy Efficiency:

The Borrower is encouraged to construct all ARPA-Assisted Units such that they meet the current edition of the Model Energy Code published by the Council of American Building Officials, and, to the greatest extent possible, shall meet the standards established by the United States Environmental Protection Agency, in the publication titled *A Green Home Begins with ENERGY STAR Blue* or in the Version 6.0 Standard of the Florida Green Building Coalition (www.floridagreenbuilding.org).

- 1) The Borrower is encouraged to incorporate the following elements into its development plan:
 - a) Energy-efficient construction techniques and products.
 - b) Improved indoor environments:
 - c) Increased water efficiency:

(E) Civil Rights and Section 504 Compliance:

The Borrower shall ensure that no person shall, on the ground of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement.

Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

The Borrower shall also comply with 24 CFR 5.105(a) regarding discrimination.

The Borrower shall comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

(F) Opportunities for Small and Minority/Women-owned Business Enterprises:

In connection with the procurement of all contracts for supplies, equipment, construction, or services funded, in part or in whole, with funds made available through this Agreement, the Borrower shall make a positive effort to utilize small business and minority/women-owned business enterprises, and provide these businesses with the maximum feasible opportunity in order to compete for contracts to be performed pursuant to this Agreement.

The provisions of this Subparagraph (F) do not apply, however, to contracts for supplies, equipment, construction, or services not funded, in part or in whole, with funds made available through this Agreement, such as contracts entered into by the Borrower for the operation and maintenance of the Project.

(G) Prohibition on Use of Excluded Parties

The Borrower agrees to comply with the requirements of 2 CFR Part 180, as supplemented by 2 CFR Part 2424 Subpart C, as it relates to the prohibition of excluded parties, including Federally debarred, suspended, and disqualified parties, from participation in any contract funded through this Agreement, regardless of tier, that is awarded by a contractor, subcontractor, supplier,

consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

(H) Bonding Requirements:

Construction contracts exceeding \$200,000 shall require a performance bond and a separate payment bond each in the amount of one hundred percent (100%) of the construction contract price, executed by a corporate surety company acceptable to County, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the construction contract. The County shall be added as an additional named obligee/beneficiary under each bond. During the construction periods, the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision. A performance bond and a separate payment bond shall not be required for (i) subcontracts between the prime contractor and subcontractors and (ii) subcontracts between subcontractors and sub-subcontractors.

(I) Advertising/Marketing:

Borrower shall include the County logo in all marketing materials for the Project. During the period of the construction work contemplated herein, the County shall be identified on any signage present on the Property as one of the institutions financing the Project. Additionally, Borrower agrees to ensure that DHED is notified and invited to any ceremonies regarding the Project including, but not limited to, ribbon cutting, or grand opening ceremonies.

(J) Natural Disaster or Act of God:

In the event of a natural disaster or act of god, , Borrower shall make vacant Project units that have not been leased, or have a pending lease available to assist eligible individuals and families as determined by County, for a duration determined by County.

(K) Coordination of Availability for Community Services:

Borrower agrees to make a minimum of ten (10%) of all ARPA-Assisted Units, or at least one (1) unit, whichever is greater, available to individuals/households that have been referred by the Human Services and Community Action Division of the Palm Beach County Community Services Department (CSD) (the "CSD Units"). During lease-up, to the extent permitted by applicable law affecting the Project, Borrower shall give priority for the CSD Units to those referrals received from CSD. If requested by CSD, Borrower shall send notifications of all available vacant units to Wendy Tippet or her designated representative at CSDCares@pbcgov.org or through the Resource and Referral portal. CSD will provide occupancy training to all prospective individuals/households selected to occupy any unit.

(L) Reporting Requirements

1) The Borrower shall submit to the County a **Project Report** in the form

provided as Exhibit F to this Agreement. The Project Report shall be submitted to DHED as requested by the County, upon request any time after the effective date of the Agreement, but not more frequently than quarterly. After the Borrower provides a Report for the period during which the last Certificate of Occupancy is issued for the Project, the Borrower may cease submitting this Report.

- 2) The Borrower shall submit to the County a **Tenant Information Report** in the form provided as Exhibit G to this Agreement for each ARPA-Assisted Unit that is rented in the Project. During initial lease-up, the Borrower shall submit this Report monthly. Borrower will maintain this Report for subsequent leases, and lease renewals, which shall be submitted annually with the Annual Rent Roll, described below.
- 3) The Borrower shall submit to the County an **Annual Rent Roll** for all ARPA-Assisted Units in the form provided as Exhibit H to this Agreement. The Borrower shall first submit the Annual Rent Roll on the first anniversary of its submission of the first Tenant Information Report identified above.

The Borrower agrees to submit to DHED any other reports required by DHED in connection with activities undertaken through this Agreement.

(M) Insurance:

Borrower shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. BORROWER shall provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY's review or acceptance of insurance maintained by BORROWER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BORROWER under the Agreement.

1) **Commercial General Liability**

BORROWER shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless permitted in writing by COUNTY's Risk Management Department. BORROWER shall provide this coverage on a primary basis.

2) **Worker's Compensation Insurance & Employers Liability**

BORROWER shall maintain Worker's Compensation in accordance with Florida Statute Chapter 440-, if applicable and to the extent that the Borrower maintains employees. Such policy shall include Employer's Liability with not less than \$1,000,000 each accident. BORROWER shall provide this coverage on a primary basis.

3) **Additional Insured**

BORROWER SHALL ENDORSE THE COUNTY AS AN ADDITIONAL

INSURED WITH A GC 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” BORROWER shall provide the Additional Insured endorsements coverage on a primary basis.

4) **Waiver of Subrogation**

BORROWER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permits an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, the BORROWER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which specifically prohibits such an endorsement, or which voids coverage should BORROWER enter into such an agreement on a pre-loss basis.

5) **Certificates of Insurance**

Prior to execution of this Agreement , BORROWER shall deliver to the COUNTY’s representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum of ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate of Insurance shall be issued to:

Palm Beach County Board of County Commissioners
C/O Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6) **Umbrella or Excess Liability**

If necessary, BORROWER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

7) **Right to Review, Revise or Reject**

COUNTY, by and through its Risk Management Department, in cooperation with the Contracting/Monitoring Department, reserves the right to review, modify, reject or accept any herein required policies of insurance, including limits, coverages, or endorsements from time to time throughout the term of

this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

8) **Builder's Risk Insurance (During Construction)**

- a) With respect to any of the work involving the construction on real property (buildings and improvements other than buildings) during the construction project the BORROWER shall maintain Builder's Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit. Coverage shall be written on an all-risk, replacement cost, and completed value from basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$50,000, without previous County approval, nor shall a wind percentage deductible, when applicable, exceed five percent (5%) of values at risk at time of loss subject to a \$250,000 minimum.
- b) Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. BORROWER shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.
- c) The coverage must be in effect prior to the Notice to Proceed and shall be kept in force until Substantial Completion has been obtained, or until the COUNTY no longer has any property interest in the Project or until BORROWER and COUNTY mutually consent to the termination, whichever comes first. BORROWER agrees and understands the COUNTY shall not provide any Builders Risk insurance on behalf of BORROWER for loss or damage to work, or to any other property owned or hired by the BORROWER. In the event of a claim, BORROWER shall be responsible for payment of the deductible amounts.
- d) Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000 or \$250,000 in transit, BORROWER shall procure and maintain all-risk transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or hauled by BORROWER, OR ANY Subcontractors, pursuant to the terms of this Agreement, subject to the limits, terms and conditions set forth herein.
- e) The Contractor shall endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit insurance, when required to be maintained by the Contractor. The Loss-Payee endorsement shall read "Palm Beach

County Board of County Commissioners.” Endorsement shall be in accordance with all of the limits, terms, and conditions set forth herein. The Contractor shall agree the Loss/Payee endorsement provides coverage on a primary basis.

9) **Property Insurance (Upon Completion of Construction)**

In addition to the coverages mentioned as required earlier in the insurance provisions, upon completion of the initial project construction, BORROWER shall maintain the following additional property insurance coverages:

- a) **Property Insurance** – in an amount not less than 100% of the total replacement cost of any building, additions, betterments and improvements of the property, including those made by or on behalf of Tenant, as well as Tenant’s personal property and contents located on the Property . The settlement clause shall be on a Replacement Cost basis.

Coverage shall be written with a Special –Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 15% of the property insurance limit.

- b) **Flood Insurance** – regardless of the flood zone, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments, or improvements, including those made by or on behalf of; or the maximum amount available from the National Flood Insurance Program, whichever is less.
- c) **Windstorm Insurance** – unless included as a covered peril in the property insurance, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments or improvements, including those made by or on behalf of the BORROWER as well as Tenant’s personal property and contents located on the Property , or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. BORROWER shall ensure such coverage is provided on a primary basis.

When the BORROWER delivers the signed Agreement to the COUNTY, the BORROWER shall also deliver to the COUNTY such insurance certificates or other documents as the BORROWER may be required to furnish in accordance with the Loan Documents.

10. **Insurance Proceeds**

The Borrower shall keep the Property continually insured in an amount not less than the insurable value of the Property, which coverage shall insure the Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the County, in its reasonable discretion, shall from time to time reasonably require, for the benefit of the County. All such insurance at all times will be with an insurance company or companies in such amounts and with terms acceptable to the County, payable to the County, as its interest may appear, pursuant to a non-contributory mortgagee clause which shall

be reasonably satisfactory to the County. Upon the issuance of such policies, Borrower will deliver to the County copies of receipts for the premiums paid thereon, certificates of insurance, and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to County, transferee or purchaser, as the case may be. Subject to the provisions of the Senior Mortgages (if applicable), should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Property, then in such event, County and Borrower may jointly elect to use the proceeds for the reconstruction and repair of the Property or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not. Notwithstanding anything to the contrary contained herein, if there is no Event of Default that is continuing, Borrower shall have the right to use the insurance proceeds for the reconstruction of the Property provided the Borrower can provide evidence to the County of sufficient funds from other sources available to effectively rebuild the Project in compliance with the terms of this Agreement and the herein described ARPA funding. This section is subordinate and subject to the Senior Mortgages (if applicable).

Section 3.02 Representations and Warranties by Borrower

(A) Organization Status and Authority to Enter into Loan Documents:

The Borrower is a Florida limited liability limited partnership duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein. The Borrower is duly authorized to borrow from County the principal sum of \$3,000,000 and execute all the Loan Documents.

The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby.

(B) Validity of Loan Documents:

The Loan Documents have been approved by those persons having proper authority, and to the best of Borrower's knowledge, are in all respects legal, valid, and binding according to their terms subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors.

(C) No Conflicting Transactions or Pending Litigation of Borrower:

The consummation of the transaction hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any other Agreement to which Borrower is a party or by which it may be bound or affected.

There are no actions, suits or proceedings pending before any court of law or equity, or any administrative board, or, to the knowledge of the Borrower, threatened against or affecting it or the Property, or, involving the validity or

enforceability of the Mortgage, or of any of the Loan Documents.

(D) Availability of Utilities, Condition of Property , and Availability of Roads:

All utility service necessary for the construction of the improvements and the operation thereof for their intended purpose are or will be upon completion of the Project available at the boundaries of the Property, including water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and Borrower has obtained or will obtain all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the intended improvements.

The Project is not now damaged or injured as a result of any fire, explosion, accident, flood or other casualty, and to Borrower's knowledge, there are no soil conditions, which would materially interfere with the construction of the improvements.

All roads necessary for the full utilization of the intended improvements for their intended purposes have either been completed or the necessary rights of way therefor have been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Borrower and such local authorities to assure the complete construction and installation thereof by or prior to the issuance of the certificate of occupancy

(E) No Default:

There is no default on the part of the Borrower under this Agreement, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute a default under any provision hereof.

(F) Hazardous Waste:

Borrower is in compliance with all provisions of the federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar federal, state and local statute, ordinances or rules imposing liability on Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and order issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. Borrower has paid any environmental excise taxes imposed pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(G) Filing and Payment of Taxes:

The Borrower has filed all Federal, State and local tax reports and returns required by any law or regulation to be filed by them, and have either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provisions for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

Section 3.03 Additional Covenants of Borrower

(A) Construction Liens:

The Borrower shall (i) allow no work or construction to be commenced on the Property, or goods specially fabricated for incorporation therein, which has not been fully paid for prior to the recording of the Mortgage or which could constitute a lien on the Property superior to the lien of the Mortgage, (ii) cause a certified copy of the Notice of Commencement to be posted as required by Chapter 713, Florida Statutes, as soon as possible after recording the Notice of Commencement, (iii) notify the County of any and all Notices to Borrower as Owner as that term is defined in Chapter 713, Florida Statutes, within five (5) days of receipt thereof, unless the County is designated as a party under the Notice of Commencement as a party to receive such Notice to Owner, and (iv) comply with all provisions of the Florida Construction Lien Law, including but not limited to, payment and notice provisions contained therein. The Borrower shall indemnify and hold the County harmless from the claims of any construction lien or equitable lien, and shall pay promptly upon demand any loss or losses which the County may incur as a result of the filing of any such lien, including the reasonable cost of defending same and the County's reasonable attorneys' fees in connection therewith.

The Borrower agrees, at its sole cost and expense, to have any construction lien or equitable lien which may be filed against the Property or undisbursed funds of this Loan released, bonded or insured over within sixty (60) days of the date of filing same, time being of the essence. The County shall be under no obligation to make further disbursements while any such lien remains outstanding against the Property. If Borrower fails, after demand, to cause said lien or liens to be released, bonded or insured over within the foregoing 60-day period, the County may take such steps as it deems necessary and any funds expended shall be charged to Borrower's Loan Account and shall bear interest at a maximum rate allowable by law.

The Borrower hereby authorizes the County to demand, on Borrower's behalf, following written notice to Borrower, the statement of account referred to in Section 713.16(2) of the Florida Statutes, of any potential lienor filing a Notice to Owner. It is specifically understood and agreed, however, that the County's right to request such statements of account will in no way impose any obligation on the County to use such authority, and the exercise of such authority on one or more occasion shall not create or imply any obligation on the County to exercise such authority on subsequent occasions.

(B) No Transfer of Property :

Except for the Mortgages evidencing the Senior Loans and Subordinate Loans, if applicable, and the refinancing of any Senior Loans, the Property, or any part thereof, shall not be sold, leased (except for tenant leases), conveyed, mortgaged or encumbered in any way without the prior written consent of the County which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Borrower may enter into utility easements or licenses or leases for tenant services, such as laundry or concessions, and refinancing of the Senior Mortgages with an independent institutional lender shall be permitted without the prior written consent of the County so long as the refinancing does not increase the aggregate amount of indebtedness originally secured by the applicable Senior Mortgages plus applicable fees and costs associated with refinancing.

(C) Compliance with Laws

The Borrower will comply promptly with all federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Property , and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the improvements.

(D) Brokerage Commissions

The Borrower hereby represents and warrants that Borrower has not and will not knowingly engage in any activity or enter into any relationship which would or will give rise to any loan or brokerage commission with regard to the Loan, and Borrower will indemnify and hold County harmless from the claims of any broker(s) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(E) Financial Statements to be Furnished

The Borrower shall furnish to the County:

- 1) Upon the County's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Borrower and, at the request of the County, certified (in form satisfactory to the County) by an independent certified public accountant acceptable to the County.
- 2) Commencing with the report for the calendar year ending December 31, 2025 within one hundred eighty (180) days after the end of each fiscal year of Borrower, a balance sheet and statements of income, together with schedules, all compiled and presented by an independent Certified Public Accountant with an accounting firm in accordance with standard and uniform accounting practices showing the financial condition of Borrower at the close of each year and the results of operations of Borrower during each year.
- 3) With the statements submitted under (2) above, a certificate signed by the principal financial officer of Borrower to the effect that no Event of Default

specified herein or in the Mortgage, nor to Borrower's knowledge any event which upon notice or lapse of time or both, would constitute such an Event of Default has occurred which has not been cured or otherwise waived in writing by the County.

- 4) Other information regarding the operations, business, affairs, and financial condition of Borrower as the County may reasonably request.

(F) Borrower to Maintain Bookkeeping System

The Borrower shall, if required by the County, maintain a bookkeeping system for the Project in form and content sufficient for the County to conduct reviews, inspections, certifications and reports required by this Agreement. The County shall have full but confidential access to the extent allowed under the Public Records Law, at any reasonable time and within Palm Beach County, subject to prior notice to review the books, records and contracts pertaining to the Project and Borrower.

(G) Dashboard Updates

Borrower agrees to verify from time to time that the information regarding the Project as maintained by the County and reported online in Palm Beach County's Housing Dashboard informational website is current and accurate.

(H)

(I) Indebtedness

With respect to the Property to be encumbered by the Borrower, the Borrower will not incur, create, assume or permit to exist any indebtedness superior to the Mortgage without the written approval of the County, which approval shall be granted or withheld, at the County's sole discretion, except the Senior Mortgages, if applicable.

J Further Assurances and Preservation of Security

Borrower shall take, cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement. From time to time, the County may require the Borrower to perform additional acts necessary to preserve and protect any collateral intended to secure the Note.

K No Assignment

The Borrower shall not assign this Agreement or any interest therein and any such assignment is void and of no effect.

L Records Responsibilities and Obligations

All reports, plans, surveys, information, documents, maps, and other data produced, developed, prepared, assembled, or completed by the Borrower for the purpose of this Agreement shall be available to the County, within Palm Beach County, and at reasonable times upon prior reasonable written request by the

County.

The Borrower shall maintain adequate records to justify all charges, expenses, and costs incurred for the construction of the Improvements for at least five (5) years after completion. Furthermore, the Borrower shall maintain ongoing records related to its tenants (such as their incomes, their household composition, their household characteristics, and their leases) for at least five (5) years after the end of each tenancy to enable the County to verify the Borrower's compliance with the occupancy, affordability, and all other requirements in this Agreement. In any event, the Borrower shall keep this Agreement, all amendments to this Agreement, and all documents and records in connection with this Agreement and make them available to the County for on-site monitoring for at least five (5) years after expiration of this Agreement, except that:

- 1) In connection with homes rented/leased by the Borrower, records of individual tenant income verifications, Project rents and Project inspections shall be retained by the Borrower for five (5) years after the affordability period terminates.
- 2) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required retention period, records in connection with the aforesaid shall be retained by the Borrower until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

M. Inspector General:

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 to 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Borrower, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of the above Code and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

N. Inspections

The Borrower will permit the County, or its representatives, to enter upon the Property during normal business hours, to inspect Improvements and all materials to be used in the construction thereof, and to examine all details, plans and shop drawings that are kept at the construction site. Additionally, the Borrower shall cooperate and cause Borrower's general contractor and subcontractors to cooperate with the County's representative.

Article IV. ARPA Requirements for Rental Developments

Section 4.01 Income Requirements for Occupant Households

The ARPA-Assisted Units shall initially be occupied by tenant households whose incomes, adjusted by family size, are as follows: 15 units shall be occupied by tenants at thirty percent (30%) of AMI, and one hundred thirty three units (133) shall be occupied by tenants at sixty percent (60%) AMI. Subsequent tenant households that occupy these units at any time thereafter, shall also have household incomes, adjusted by family size, that are at no more than thirty percent (30%) of AMI and sixty percent (60%) of AMI respectively, at the time these tenant households initially occupy these units..

THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN THIS SECTION INCOME REQUIREMENTS FOR OCCUPANT HOUSEHOLDS, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE COVENANTS RUNNING WITH THE LAND FOR A FIFTY (50) YEAR AFFORDABILITY PERIOD. THE RESTRICTIVE COVENANTS SHALL, BE PRESERVED IN A SEPARATE DECLARATION OF RESTRICTIVE COVENANTS CONSISTENT WITH THE TERMS SET FORTH HEREIN, WHICH COVENANTS SHALL BE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PROVIDED IN SECTION 2.03(E) HEREIN. NOTWITHSTANDING THE FOREGOING, THESE COVENANTS SHALL TERMINATE UPON FORECLOSURE OF THE SENIOR MORTGAGES, IF APPLICABLE, OR INSTRUMENT IN LIEU OF FORECLOSURE OF SUCH SENIOR MORTGAGES.

Section 4.02 Affirmative Marketing

- (A) In furtherance of the County's commitment to non-discrimination and equal opportunity in housing, the DHED has established policies and procedures to affirmatively market housing units produced with these funds. These affirmative marketing procedures are implemented comprehensively for all housing programs through DHED and aim to effect greater participation of eligible persons without regard to race, color, religion, disability, sex, age, (other than units held for rent by the elderly in compliance with the Fair Housing Act), national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

- (B) The Borrower, in order to carry out the requirements and procedures of DHED's Affirmative Marketing Program, shall comply with the following procedures:
 - 1) Use the Equal Opportunity logo or slogan in advertisements;

 - 2) Solicit applications from persons in the housing market area who are not likely to apply for housing without special outreach. The Borrower may satisfy this requirement by posting a notice of vacancies in any or all of the following:
 - Community Organizations
 - Fair Housing Groups
 - Housing Counseling Agencies
 - Commercial Media
 - Employment Centers
 - Local Public Housing Authorities (PHAs) or Other Similar Agencies

- Mobile Home Communities
 - Agencies for the disabled
 - Churches and other related organizations
- 3) Borrower shall keep records of its efforts to affirmatively market units and the Borrower shall provide HED copies of its records, including advertisements, minutes of meetings, income documentation, and census tract information, as applicable, as evidence of the Borrower's efforts.

The requirements of this Section shall survive the expiration of this Agreement.

Section 4.03 Rental of ARPA-Assisted Units to Tenants

The following shall apply to all ARPA-Assisted Units

(A) Duration of Applicability

These requirements shall apply to each rental ARPA-Assisted Unit for the duration of the Affordability Period .

ARPA-Assisted Units that are rented by the Borrower shall be rented on a continuous basis without interruption in occupancy exceeding thirty days (30) while the Borrower performs maintenance and repairs or completes arrangements to enable occupancy by new tenants.

(B) Permanent Housing

All rental ARPA-Assisted Units shall be "permanent housing" meaning housing which is intended to be the tenant's home under a signed legal lease document. ARPA-Assisted Units may not be used for transitional housing or emergency shelters.

(C) Rental Rates and Rent Schedules

During the Period of Affordability, all ARPA-Assisted Units shall be leased to Eligible Beneficiaries at affordable rents that do not exceed applicable rents limits established in the Florida Housing Finance Corporation (FHFC) Multifamily Rental Programs rent limit amount for the applicable unit size and income set forth in Exhibit K. Limits will change annually with FHFC publication of new Multifamily Rental Programs rent limits. The rental rates in Affordable Rental Housing Units shall not be increased during the term of a tenant lease to adjust for changes in rent limits occurring subsequent to execution of the tenant lease, but may only be increased upon lease renewal. The maximum rental rates allowed hereunder shall not include any payment under Section 8 of the United States Housing Act of 1937 or any other rental assistance program or any fee for supportive services that is paid to Borrower by any governmental program of assistance or any tax-exempt organization.

(D) Tenant Income

The Borrower shall, for all ARPA-Assisted Units to be rented, verify the tenant's household income at the time a unit is first occupied, and thereafter, annually and at any time new tenants occupy the unit, to determine income eligibility according to the requirements herein.

In addition to the Borrower's verification of each tenant's household income at the time a new tenant occupies a ARPA-Assisted Unit, the Borrower shall re-verify the tenant's household income **annually** thereafter to ensure continued income eligibility.

Temporary non-compliance caused by increases in the income of existing tenants shall be addressed according to the requirements of 24 CFR 92.252(i).

(E) Tenant Records to be maintained

The Borrower shall, for each household that is rented an ARPA-Assisted Unit, comply with the below requirements and maintain a file that, at minimum, contains the following:

- 1) An application for lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the apartment, the household characteristics, and the household income they have disclosed.
- 2) Source documentation evidencing the Borrower's verification of the Tenant's household income and a computation sheet demonstrating the Borrower's determination of the tenant's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- 3) Documentation evidencing the Borrower's recertification of tenant's household income at the time of the first lease renewal to ensure continued income eligibility.
- 4) A copy of the HUD income levels in effect at the time the initial lease is signed and at the time of lease renewal.
- 5) A copy of each tenant's initial lease and all lease renewals and a computation sheet and supporting documentation for each demonstrating that the rent charged by the Borrower is an affordable rental rate as defined in section 4.03 (C) above.
- 6) Should the Borrower elect to utilize criminal background information in the screening of prospective tenants or the retention/termination of tenants, the Borrower must develop and implement tenant selection policies which comply with HUD guidance on the use of criminal background information.

Tenant selection/retention/termination shall not:

- Exclude persons from housing based on records of arrests not resulting in conviction;
- Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine

production and registered sex offender); and

- Be utilized to intentionally discriminate against protected classes of persons.

Tenant selection/retention/termination shall:

- Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
- Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
- Consider the nature, severity, and recency of the criminal offense;
- Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; tenant history before and/or after the criminal conduct; and rehabilitation efforts; and
- Be applied equally among all classes of protected persons.

The Borrower shall submit its written tenant selection/retention/termination policies to DHED for review.

- 7) Any other documentation evidencing the Borrower's compliance with this Agreement.

The requirements of this Section shall survive the expiration or earlier termination of this Agreement for the Affordability Period.

Article V. Default

Section 5.01 Events of Default

(A) Mortgage

If there is a default or event of default under the Mortgage which is not cured within any applicable cure period.

(B) Bankruptcy

If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of Borrower, and any such petition is not dismissed within ninety (90) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or makes any assignment for the benefit of creditors or makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction.

(C) Breach of Covenants, Warranties and Representations

If any warranty or representation made by Borrower in this Agreement or in any

other Loan Document shall at any time be false or misleading in any material respect when made, or if Borrower shall fail to keep, observe or perform any of the material terms, covenants, representations or warranties contained in this Agreement, the Promissory Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or the Project, or if Borrower is unwilling or fails to meet its obligations (provided, that with respect to non-monetary defaults, the County shall give written notice to Borrower and Borrower's Investor Limited Partner, who shall have thirty (30) days to cure, with additional time as may be required if the cure is diligently commenced but cannot be completed within said thirty (30) days and the County concurs, and provided that, with respect to monetary defaults, the County shall give written notice to Borrower, who shall have fifteen (15) days to cure. County agrees to accept a cure tendered by the Senior Mortgagees or Borrower's Investor Limited Partner, if applicable, provided such cure meets all of the requirements to fully cure the breach.

(D) Failure to Close Loan

If the Borrower fails to close on this Loan by the deadline set forth in Section 2.01(l)(1) of this Agreement, the County may terminate this Agreement immediately upon written notice to Borrower. In such instance, all remaining ARPA funds shall revert to the County and the County may reallocate such remaining funds to other projects, unless such deadline is extended by written agreement between the parties, and the County shall not be obligated to replace the ARPA funds with funds from another source. The County's right to reallocate remaining ARPA funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

(E) Failure to Use Funds

If the Borrower fails to use funds under this Agreement for costs eligible for disbursement by the County, as set forth in Section 2.01(l)(2) above, by _____, 202____, as established in Section 3 above. In the event Borrower fails to use all ARPA funds by _____, 202____, all remaining ARPA funds shall revert to the County and the County may reallocate such remaining funds for other projects, unless such deadline is extended by written agreement between the parties, and the County shall not be obligated to replace the ARPA funds with funds from another source. The County's right to reallocate remaining ARPA funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

(F) Failure to Complete Construction and Place Units into Service

If the Borrower fails to complete construction of the Improvements, and secure a temporary certificate of occupancy for the Improvements, by _____, 202____, unless such deadline is extended by written agreement between the parties.

(G) Diligent Effort, Rental Occupancy, and Repayment of ARPA Funds

The Borrower shall make a diligent effort to market and rent each rental ARPA-Assisted Unit. Each such unit must, within six (6) months following the date of

Project Completion, be occupied by a household that has met the income requirements herein. The date of Project Completion shall be determined by DHED and shall be communicated by DHED to the Borrower as soon as possible. If the Borrower is unable to meet this occupancy requirement within the aforesaid six-month period, then the Borrower shall, within ten (10) calendar days after the end of said period, provide DHED a report containing its marketing information to show its effort to date to rent the unit and shall also provide DHED its marketing plan to rent the ARPA-Assisted Unit after the date of the report. If the Borrower has not rented the ARPA-Assisted Unit to a household that has met the income requirements herein within eighteen (18) months following Project Completion, then the Borrower shall repay the County all ARPA funds expended by the County on such unit. If the Borrower has not rented the ARPA-Assisted Unit to a household that has met the income requirements herein within eighteen (18) months following Project Completion, then the Borrower shall reduce the rental rate as defined in section 4.03 to the next lowest rental rate for the Eligible Beneficiaries on the current FHFC Multifamily Rental programs as shown in Exhibit J.

Section 5.02 Remedies of County

During the continuance of an Event of Default, which default is not cured within any applicable cure or grace period, then the County may, at its option, upon thirty days (30) written notice to Borrower, exercise any one or more of the following remedies:

(A) Cancellation of Agreement

Cancel this Agreement.

(B) Commencement of Legal or Equitable Action:

Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Acceleration of Payment

Accelerate the payment of the Promissory Note and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the County.

(D) Rights and Remedies

Exercise any other rights or remedies the County may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

Article VI. General Terms

Section 6.01 Rights of Third Parties

No provision of this Agreement is intended to, or shall be construed to, create any

third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Borrower, other than the Senior Mortgagees, and Borrower's Investor Limited Partner, if applicable, as to cure rights.

All conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make disbursements in the absence of strict compliance with any or all such conditions, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it desirable to do so. In particular, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of construction by Borrower of the Improvements, or the absence therefrom, of defects.

Section 6.02 Borrower is not the County's Agent

Nothing in this Agreement, the Promissory Note, the Mortgage or any other Loan Document shall be construed to make the Borrower the County's agent for any purpose whatsoever, or the Borrower and the County partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

Section 6.03 Public Entity Crimes

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Borrower certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

Section 6.04 Conflict of Interest

The Borrower represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Borrower further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Borrower shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Borrower's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Borrower may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict

of interest if entered into by the Borrower. The County agrees to notify the Borrower of its opinion by certified mail within thirty (30) days of receipt of notification by the Borrower. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Borrower, the County shall so state in the notification and the Borrower shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Borrower under the terms of this Agreement.

Section 6.05 Nondiscrimination

- (A) Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the County that the County “shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, (other than units held for rent by the elderly in compliance with the Fair Housing Act), familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.”

The Borrower has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the Borrower does not have a written non-discrimination policy or one that conforms to the County’s policy, it has acknowledged through a signed statement provided to County that the Borrower will conform to the County’s non-discrimination policy as provided in Resolution R2014-1421, as amended.

Furthermore, Borrower shall not discriminate on the basis of race, color, religion, disability, sex, age, (other than units held for rent by the elderly in compliance with the Fair Housing Act), national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property , nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

Section 6.06 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Borrower: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Borrower shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Borrower is specifically required to:

- (A) Keep and maintain public records required by the County to perform services as provided under this Agreement.
- (B) Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Borrower further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- (C) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Borrower does not transfer the records to the public agency.
- (D) Upon completion of the Agreement, the Borrower shall transfer, at no cost to the County, all public records in possession of the Borrower, if any, unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Borrower transfers all public records to the County upon completion of the Agreement, the Borrower shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Borrower keeps and maintains public records upon completion of the Agreement, the Borrower shall meet all applicable requirements for retaining public records. All records stored electronically by the Borrower must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Borrower to comply with the requirements of this article shall be a material breach of this Agreement. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Borrower acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT (561) 355-6680.

Section 6.07 County Not Liable for Damage or Loss

All inspections and other services rendered by or on behalf of the County pursuant to this Agreement shall be rendered solely for the protection and benefit of the County. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against the County or against its agents or employees for failure to properly conduct inspections and other such services contemplated by this Agreement

Section 6.08 Disbursement of Funds to Third Parties

Nothing contained in this Agreement, or any Loan Documents, shall impose upon the County any obligation to oversee the proper use or application of any disbursements of funds made hereunder so long as disbursements are made to Borrower

Section 6.09 Indemnification from Third Party Claims

The Borrower shall indemnify and hold County harmless from any liability, claims or losses resulting from the disbursement of the Loan proceeds to Borrower or from the condition of the Property , whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan, except any liability due to the gross negligence or willful misconduct of County. This provision shall survive the repayment of the Loan and shall continue in a full force and effect so long as the possibility of such liability, claims, or losses exists.

Section 6.10 Rights of Subcontractors, Laborers, and Materialmen

In no event shall this Agreement be construed to make the County, title company or agent of the County liable to Borrower's Contractor or any subcontractors, labor men, materialmen, craftsmen, or others for labor, materials, or services delivered to the Property or goods specially fabricated for incorporation therein, or for debts or liens accruing or arising to such persons or parties against Borrower or Borrower's Contractor. It is understood and agreed that there is no relation of any type whatsoever, contractual or otherwise, whether express or implied, between the County and Borrower's Contractor, any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Property or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such person or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan, or to have any claim or claims in or to any undisbursed or retained Loan proceeds.

Section 6.11 Evidence of Satisfaction of Conditions

The County shall, at all times, be free to independently establish in good faith and to its satisfaction, and in its absolute discretion, the existence or nonexistence of a fact or facts which are disclosed in documents or other evidence required by the terms of this Agreement.

Section 6.12 Headings

The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

Section 6.13 Invalid Provisions to Affect No Others

If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate

to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

Section 6.14 Application of Interest to Reduce Principal Sums Due

In the event that any charge, interest or fee is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the County to reduce the principal sum of the Loan or any other amounts due the County hereunder.

Section 6.15 Governing Law and Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 6.16 Number and Gender

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

Section 6.17 Agreement

The Borrower agrees to comply with all applicable provisions of the following: (i) the Fair Credit Reporting Act, as amended, 15 U.S.C. §§ 1681-1681x; and (ii) the Housing and Community Development Act of 1974, as amended.

The Loan Documents constitute the entire understanding and agreement between the parties with respect the subject matter hereof, supersede all prior agreements, including commitment letters, and may not be modified or amended, except in writing and signed by all parties hereto.

Section 6.18 Waiver

If the County waives any provisions, of the Loan Documents, or fails to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

Section 6.19 Notices

All notice from the Borrower to the County and the County to Borrower required

or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail or overnight mail service (such as Federal Express) and addressed as follows:

TO COUNTY	Palm Beach County Department of Housing & Economic Development 100 Australian Avenue – Suite 500 West Palm Beach, FL 33406 Attn: Jonathan B. Brown, Director
WITH A COPY TO	Palm Beach County Attorney's Office 301 N. Olive Avenue, Suite 601 West Palm Beach, FL 33401 Attn: Howard J. Falcon III, Chief Assistant County Attorney
TO BORROWER:	Roseland Gardens, LLLP 1100 NW 4 th Avenue Delray Beach, FL 33444 Attn: Darren Smith
WITH COPY TO:	Shutts & Bowen LLP 200 So. Biscayne Blvd., Suite 4100 Miami, FL 33131 Attn: Robert Cheng, Esq.
AND	West Palm Beach Housing Authority 3700 Georgia Avenue West Palm Beach, FL 33405 Attn: Linda Odum, Executive Director
WITH COPY TO:	Fox Rothschild LLP 500 Grant Street, Suite 2500 Pittsburgh, PA 15219 Attn: Michael S. Syme
TO SPECIAL LIMITED PARTNER:	Raymond James Tax Credit Fund XX L.L.C. 880 Carillon Parkway St. Petersburg, Florida 33716 Attn: Steven Kropf
WITH COPY TO:	Nixon Peabody LLP Exchange Place 53 State Street Boston, MA 02109 Attention: Nathan A. Bernard, Esq. Email Address: nbernard@nixonpeabody.com

Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if an overnight mail service is used, on the date of delivery of the notice.

If either party changes its mailing address, such change shall be communicated in writing to the other party within ten (10) days of such change.

Section 6.20 Submittals

All information required to be submitted to the County shall be submitted to the County's Department of Housing and Economic Development, Attn: Director, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

Section 6.21 Successors and Assigns

This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and permitted assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

Section 6.22 Counterparts

This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

Section 6.23 Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

Section 6.24 Waiver of Jury Trail

THE BORROWER AND COUNTY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN OR GRANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE COUNTY'S BEHALF.

Section 6.25 Effective Date of Agreement

This Agreement shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners or its designee. The Effective Date shall be the date on which this Agreement is executed by Palm Beach County.

Section 6.26 Force Majeure

Notwithstanding anything contained in this Agreement or the other Loan Documents to the contrary, no conduct or act or failure to act on the part of either Borrower or County or failure to perform any covenant, condition or provision of this Agreement on the part of either Borrower or County to be performed will constitute a default hereunder if such conduct or act or failure to act or perform was due to causes beyond the reasonable control of Borrower or County, as the case may be, and including any conduct or act or failure to act or perform caused by or resulting from an act of God or the public enemy, labor or material shortage, strike, lockout, other labor disputes or disturbances, riot or civil commotion, government action or inaction (including but not limited to full or partial governmental shutdowns or moratoria), fire or other casualty, or such other similar event including but not limited to, any of the foregoing resulting from a pandemic, epidemic, or public health emergency, including but not limited to the coronavirus commonly known and referred to as "COVID-19" ("Force Majeure"). Events of Force Majeure shall extend the period for the performance of the obligations for the period equal to the period(s) of any such delay(s).

Section 6.27 Nongovernmental Human Trafficking Affidavit:

The Borrower shall complete and execute the affidavit, attached hereto as Exhibit "I", attesting that the Borrower does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Borrower and the County have caused this Agreement to be executed on the dates set forth herein.

Signed, sealed and delivered
in the presence of:

Witnesses:


Witness Signature

Michael Henry
Print Witness Name

98 SE 6th Ave, Delray Beach, FL 33483
Witness address


Witness Signature

Jordan Schreidell
Print Witness Name

98 SE 6th Ave, Delray Beach, FL 33483
Witness address

BORROWER:

Roseland Gardens, LLLP
a Florida limited liability limited partnership

By: SHAG Roseland Gardens Owner,
LLC, a Delaware limited liability company,
its Special Limited Partner

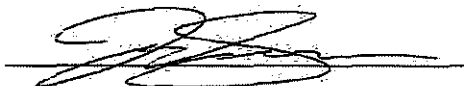
By: SHAG Roseland Gardens, LLC, a
Florida limited liability company, its Sole
member

By: 
Darren Smith, Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on March 27, 2025, by Darren Smith, as Manager of SHAG Roseland Gardens, LLC, a Florida limited liability company, Sole Member of SHAG Roseland Gardens Owner, LLC, a Delaware limited liability company, Special Limited Partner of Roseland Gardens, LLLP, a Florida limited liability limited partnership, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Signature: 

Notary Name: Jordan Schreidell
Notary Public - State of Florida


(NOTARY SEAL ABOVE)



JORDAN SCHREIDELL
Notary Public
State of Florida
Comm# HH468082
Expires 11/28/2027

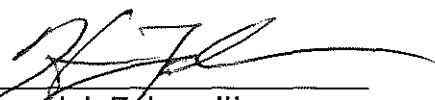
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

**FOR ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Department of Housing and
Economic Development

Date: April 29, 2025

Approved as to Form and
Legal Sufficiency

By: 
Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic
Development

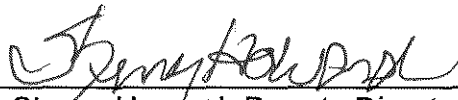
By: 
Sherry Howard, Deputy Director
Department of Housing and
Economic Development

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH LINE OF SAID SECTION 33, S88°46'03"E, A DISTANCE OF 690.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF LAKE AVENUE, BELVEDERE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID PROLONGATION LINE, N00°32'57"E, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE OF LAKE AVENUE, N00°32'57"E, A DISTANCE OF 341.07 FEET; THENCE S89°22'09"E, A DISTANCE OF 177.34 FEET; THENCE S01°13'57"W, A DISTANCE OF 23.99 FEET; THENCE S88°46'28"E, A DISTANCE OF 424.12 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF GEORGIA AVENUE, AS DESCRIBED IN DEED BOOK 502, PAGE 241 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF GEORGIA AVENUE, S00°38'57"W, A DISTANCE OF 318.98 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80), AS DESCRIBED IN DEED BOOK 561, PAGE 521 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80), N88°46'03"W, A DISTANCE OF 600.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 195,739 SQUARE FEET OR 4.4935 ACRES, MORE OR LESS.

AND

A NON-EXCLUSIVE TEMPORARY EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PARAGRAPH 3.3 OF THAT CERTAIN DECLARATION OF EASEMENT AND LICENSES AGREEMENT BETWEEN WEST PALM BEACH HOUSING AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC, AND ROSELAND GARDENS, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, RECORDED _____, 2025 IN OFFICIAL RECORDS BOOK _____ PAGE ____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER ACROSS AND UPON THE LANDS DESCRIBED THEREIN AND FOR THE PURPOSES THEREIN EXPRESSED.

EXHIBIT B

PROMISSORY NOTE

SEE ATTACHED

PROMISSORY NOTE

\$3,000,000

West Palm Beach, Florida

Date: _____

FOR VALUE RECEIVED the undersigned, **Roseland Gardens, LLLP**, a Florida limited liability limited partnership duly organized and existing by virtue of the laws of the State of Florida ("Maker"), promises to pay to the order of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of **Three Million Dollars (\$3,000,000)** (the "Loan"), plus accrued interest, to be paid in lawful money of the United States of America, as follows:

- 1) No interest shall accrue on the Loan prior to earlier of November 30, 2027 or issuance of a Certificate of Occupancy (the "Accrual Date") as defined in that certain Palm Beach County ARPA Loan Agreement between Maker and Holder dated as of the date hereof (the "Loan Agreement"), after which Accrual Date this Note shall bear interest at the stated rate of **One percent (1%) simple interest per annum**. Annual interest only payments shall be due commencing on January 1 of the year following the Accrual Date for 16 years from 75% of Net Cash Flow (as defined below), following which principal and interest payments shall commence years 17 through 20 due on January 1st of each such year based upon a thirty (30) year amortization. Loan term is twenty (20) years commencing at the Accrual Date and shall mature on January 1 of the 20th year following issuance of the Certificate of Occupancy, but in no event later than January 1, 2048 (the "Maturity Date").

Net Cash Flow means the sum of (i) all cash actually received from rents, lease payments and all other sources, but excluding (A) tenant security or other deposits (unless forfeited), (B) Capital Contributions and interest thereon (other than if used to pay for an item deducted below in determining Net Cash Flow), (C) proceeds from Capital Transactions and (D) interest on reserves not available for distribution, (ii) the net proceeds of any insurance (including rental interruption insurance), other than fire and other casualty or extended coverage and title insurance, to the extent not reinvested, and (iii) any other funds deemed available for distribution by the Special Limited Partner with the Consent of the Investor Limited Partner and the Lender, if required, less the sum of (i) all cash expenditures, and all expenses unpaid but properly accrued, which have been incurred in the operation of the Partnership's business including the management fee to the Management Agent but excluding any expenditures paid from any Partnership reserve account (whether or not such expenditure is deducted, amortized or capitalized for tax purposes), (ii) all Must-pay Debt Service and any other debt service on the Permanent Financing to the extent then due and payable, but not including any amounts to be paid pursuant to the Development Agreement, amounts which are payable solely from or contingent upon Net Cash Flow, or on account of Operating Deficit Loans, (iii) the payment of any tax liability owed by the

Partnership, (iv) all amounts deposited into any cash reserves for working capital, capital expenditures, repairs, replacements and anticipated expenditures, in such amounts as may be required by the Lender or this Agreement or the Investor Limited Partner (with respect to reasonably identified anticipated expenditures for which reserves have not otherwise been established) or as may be determined from time to time by the Special Limited Partner with the Consent of the Investor Limited Partner, and the Lender, if required, to be advisable for the operation of the Partnership, and (v) all amounts required to be applied or distributed prior to payments hereunder in accordance with Sections 7.03(a) through (f) of Maker's Second Amended and Restated Agreement of Limited Liability Limited Partnership. Capitalized terms used but not defined in this definition of Net Cash Flow shall have the meaning ascribed to such terms in Maker's Second Amended and Restated Agreement of Limited Liability Limited Partnership.

- 2) In the event there is insufficient Net Cash Flow for Maker to make any portion or the entire annual interest only payment for any given year (the amounts not paid being referred to herein, collectively as the "Deferred Amount"), the Deferred Amount shall not bear interest, and such Deferred Amount shall be deferred to the Maturity Date. Any and all remaining unpaid Deferred Amounts, outstanding principal and accrued and unpaid interest shall be due and payable on the Maturity Date.
- 3) Full payment shall be due to Palm Beach County if the property is sold during the term of the Loan or if 50% (aggregate) or more of ownership changes other than as permitted in the Loan Agreement.
- 4) Upon acceleration, this Note shall bear interest at the maximum interest rate allowed by applicable law until paid in full.
- 5) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, unpaid interest, the compliance monitoring fee, and late charges, if any, and the balance, if any, to the principal balance.
- 6) Maker shall also pay Holder an annual compliance monitoring fee. The Fee shall be in the amount of \$2,500 and shall be due commencing on January 1 of the year following the Accrual Date and on or prior to every January 1 annually thereafter through the Maturity Date. The compliance monitoring fee may be subject to change in the event that the County selects a third party to perform the compliance monitoring, not to exceed the rate then charged by First Housing Development Corporation of Florida or Seltzer Management Group, Inc.

This Note is executed pursuant to the terms and conditions of the Loan Agreement, and is secured by a third priority Leasehold Mortgage and Security Agreement (the "Mortgage"), encumbering the Borrower's leasehold interest in that certain real property located in Palm Beach County, Florida, as more particularly described in the Mortgage. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents".

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

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful, or to make any payment, or to do any act contrary to law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and the portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due any payment due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Notwithstanding the foregoing, Holder shall not exercise any remedies hereunder prior to the expiration of any notice and cure period in the Loan Documents.

Any payment hereunder not paid when due (upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Maker shall pay holder a late charge of five percent (5%) of any required payment, which is not received by Holder when said payment is due pursuant to this Note. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

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

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder. Any failure to exercise or forbearance in the exercise of any remedy shall not be deemed to be a waiver or release of the same. Any such waiver or release shall be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or

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

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another Loan Document.

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

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

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

MAKER AND HOLDER BY ACCEPTANCE OF THIS NOTE WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

MAKER:

Roseland Gardens, LLLP, a Florida limited liability limited partnership

By: SHAG Roseland Gardens Owner LLC, a Delaware limited liability company, its Special Limited Partner

By: SHAG Roseland Gardens LLC, a Florida limited liability company, its sole member

By: _____
Timothy Henzy, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on _____, by Timothy Henzy, as Manager of SHAG Roseland Gardens, LLC, a Florida limited liability company, sole Member of SHAG Roseland Gardens Owner, LLC, a Delaware limited liability company, Special Limited Partner of Roseland Gardens, LLLP, a Florida limited liability limited partnership, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Signature: _____
Notary Name: _____

(NOTARY SEAL ABOVE)

Notary Public - State of Florida

EXHIBIT C
MORTGAGE & SECURITY AGREEMENT

SEE ATTACHED

Prepared by and return to:
Department of Housing and Economic Development
Palm Beach County
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Attn: Jeffrey Bolton, Division Director

NOTE TO CLERK OF CIRCUIT COURT: THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER PART V OF CHAPTER 420 OF THE FLORIDA STATUTES AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES.

LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS IS A LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), granted and executed on _____, by **Roseland Gardens, LLLP**, a Florida limited liability partnership duly organized and existing by virtue of the laws of the State of Florida (the "Mortgagor"), in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns);

WITNESSETH:

The Property subject to this Mortgage is located at Lake Avenue, northeast of the intersection of Lake Avenue and Southern Blvd in the City of West Palm Beach, and upon completion of construction, will consist of a 148 unit multifamily development for the elderly situated on a parcel of land, legally described on Exhibit A attached hereto (the "Property") that is the subject of a leasehold interest held by the Borrower. The Borrower is the lessee under that certain Ground Lease, dated as of the date hereof, with the West Palm Beach Housing Authority (the "Land Lease").

The Mortgagor's rights to occupy, use, and improve the Property are limited to its leasehold interest in the land, which is subject to the terms and conditions of the Land Lease. Mortgagee has this date loaned **Three Million Dollars (\$3,000,000)** to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee a Promissory Note, in the amount of \$3,000,000 (the "Note"). A true copy of the Note is annexed hereto as Exhibit B which forms a part hereof.

This Mortgage is given in accordance with that certain Palm Beach County ARPA Loan Agreement between Mortgagor and Mortgagee executed ~~dated~~ as of the date hereof. This Mortgage and Security Agreement, the Note, and the Loan Agreement, including any amendments thereto, and any other documents evidencing and securing the loan evidenced by the Note, shall hereinafter collectively be referred to as the "Loan Documents". Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

GRANTING CLAUSE

The Mortgagor's interest in the Property is as a lessee under the Land Lease, and the Mortgagor's rights to the Property are subject to the terms and conditions set forth in the Land Lease. The Mortgagor shall provide to the Mortgagee a copy of the Land Lease and any

amendments thereto, as well as any correspondence or documents relating to the continuation or modification of the leasehold interest.

The Land Lease has an initial term of 65 years, commencing on the date hereof, and is set to expire on April , 2090. The Mortgagor acknowledges that the value of the Property and the ability to repay the loan may be significantly affected by the terms and status of the Land Lease.

Except in connection with the Senior Mortgages and the Subordinate Mortgages, the Mortgagor shall not encumber, pledge, modify or mortgage its leasehold interest without the prior written consent of the Mortgagee.

The Mortgagor's leasehold interest in the Property and all improvements located thereon, shall be considered part of the collateral for this Mortgage. The Mortgagor hereby mortgages, pledges, and grants a security interest in its leasehold estate in the Property, together with all improvements located on the Property (the "Mortgaged Property"), as security for the repayment of the Loan.

NOW, THEREFORE, the Mortgagor, in consideration of the Mortgaged Property and in order to secure payment of both the principal of, and the interest and any other sums payable on the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the Loan Documents, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in the Mortgaged Property.

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Mortgaged Property, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in Default hereunder subject to applicable notice and cure provisions and so long as the same are not subjected to garnishment, levy, attachment, or lien.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Mortgaged Property and has good right to convey the same, that the same are unencumbered excepting taxes accruing in and subsequent to 2025~~2024~~, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of **\$3,000,000** and has a maturity date of twenty years from the date of Project Completion, unless such maturity

is accelerated as set forth in the Note, or this Mortgage, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

Notwithstanding the foregoing, this Mortgage shall be subject and subordinate to separate mortgage(s) and security agreement(s) and related loan documents (together the "Senior Mortgages") encumbering the Mortgaged Property as identified below:

- 1) A loan in favor of TD Bank, N.A. in the principal amount of Forty-Four Million dollars and 00/10 (\$44,000,000) (the "Construction Loan"), which shall be refinanced to a loan in favor of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its successors or assigns, in the principal amount not to exceed of Thirty Million Thirty Thousand dollars and 00/100 (\$30,030,000) (the "Permanent Loan"). The Construction Loan and the Permanent Loan shall be secured by a first priority leasehold mortgage encumbering the Property.
- 2) A loan in favor of Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida in the amount of Two Million Sixty Five Thousand dollars and 00/100 (\$2,065,000), to be secured by a second priority leasehold mortgage encumbering the Property (the "FHFC Loan" and together with the Construction Loan and the Permanent Loan, the "Senior Loans")

Additionally the following separate mortgage(s) and security agreement(s) and related loan documents (together the "Subordinate Mortgages") will be subordinate to this Mortgage:

- 1) A loan in favor of the City of West Palm Beach in the amount of Six Hundred Forty Thousand and 00/100 (\$640,000;½) to be secured by a fourth priority leasehold mortgage encumbering the Property (the "City Loan")
- 2) A loan in favor of the West Palm Beach Housing Authority in the amount of One Million Seven Hundred Ninety Thousand dollars and 00/100 (\$1,790,000), to be secured by a fifth priority leasehold mortgage encumbering the Property (the "WPBHA Loan", and together with the City Loan, the "Subordinate Loans").

The Mortgagor covenants with the Mortgagee as follows:

ARTICLE 1

1.1 Payments of Indebtedness:

The Mortgagor shall punctually pay the principal and interest and all other sums that become due pursuant to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all in currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable but in any event prior to delinquency, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. This requirement does not in any way preclude Mortgagor from contesting real or personal property taxes when appropriate. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay or cause to be bonded off or insured over, from time to time when the same shall become due, all lawful claims and demands of contractors, mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance:

At any time while the Mortgaged Property is in the possession of the Mortgagor, the Mortgagor shall comply with the following requirements:

The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than its full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards, including flood if applicable, as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms reasonably acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to the Mortgagee; and forthwith upon the issuance of such policies Mortgagor will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and copies of such policies. In the event of a foreclosure or other transfer of title to the Mortgaged Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Mortgagee, transferee or purchaser, as the case may be. Subject to the rights of the Senior Mortgagees pursuant to the Senior Mortgages, the Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance

policies on the Mortgaged Property jointly with the Mortgagor. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby materially impaired. In order to determine whether restoration is economically feasible, Mortgagor must provide evidence to the Mortgagee that the Mortgagor has sufficient funds to completely restore or repair the Mortgaged Property in accordance with the Loan Agreement and the ARPA requirements described therein. If such restoration or repair is not economically feasible or if the security of this Mortgage would be materially impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. The provisions of this Section 1.3 are expressly subject to the rights of the Senior Lenders under the Senior Mortgages, if applicable, to which the rights of the Mortgagee are subordinate.

1.4 Care of Mortgaged Property:

At all times while the Mortgaged Property are in the possession of the Mortgagor, the Mortgagor shall comply with the following requirements:

- (a) The Mortgagor will keep the improvements now or hereafter erected on the Mortgaged Property in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything, which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof. Nothing contained herein shall preclude Mortgagor from demolishing the existing improvements on the Property.
- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, which damage exceeds Two Hundred Thousand Dollars (\$200,000), the Mortgagor will give prompt written notice of the same to the Mortgagee.
- (c) The Mortgagee or its representative is hereby authorized to enter upon and inspect The Mortgaged Property at any time during normal business hours upon reasonable advance written notice to Mortgagor.
- (d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof. Mortgagee shall have the right to monitor the project and enforce the terms of all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Mortgaged Property to the substantial equivalent of its condition immediately prior to such damage, and if a part of the Mortgaged Property shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Mortgaged Property in a manner reasonably satisfactory to the Mortgagee. The provisions of this Section 1.4(e) shall at all times be subject to the provisions of Section 1.3 hereof.

1.5 Right to Enter Mortgaged Property:

The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature as determined by the Mortgagee in its reasonable discretion, the Mortgagee may, after notice to the Mortgagor and Mortgagor's failure to remedy such issue within a reasonable period of time, enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its reasonable discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the maximum rate provided by law, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

1.6 Use of Loan Funds, Units to be Constructed and Related Dates:

The Mortgagor shall use the loan proceeds of **\$3,000,000** for eligible project costs specified in the Loan Agreement in order to construct One Hundred Forty Eight (148) multi family apartment units for the elderly_(the "ARPA Assisted Units") located on the Mortgaged Property as is more fully described in the Loan Agreement.

The Mortgagor shall be required to have drawn 100% of the Loan, shall have completed construction of the Improvements, and received final Certificates of Occupancy by June 1, 2027, The Mortgagor shall be required to have rented all 148 ARPA Assisted Units to Eligible Beneficiaries (as defined in the Loan Agreement) by **November 30, 2027**.

1.7 Further Assurances; Modifications:

At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. _Upon any Default, as defined below, by the Mortgagor pursuant to this Section or any other Section of this Mortgage, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor in order to (a) collect rents after the Default; (b) settle for, collect and receive any awards payable under Section 11 of this Mortgage from the authorities making the same after the Default; and (c) execute, deliver and file such financing statements and other instruments as Mortgagee may require in order to perfect and maintain its security interest under the Uniform Commercial Code on any portion of the Mortgaged Property._ Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor to do any of the foregoing items (a) through (c).-

1.8 Expenses.

In addition to the expenses described in Section 2.6(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including

those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage or the interest created herein, or the Mortgaged Property, including but not limited to foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.9 Estoppel Affidavits:

The Mortgagee, upon ten (10) days' prior written notice, shall furnish the Mortgagor a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby, whether or not any off-sets or defenses exist against such principal and interest and whether there are any defaults by Mortgagor under the Loan Documents. The written statement as referenced herein shall be provided by the County's Department of Housing and Economic Development's Director or his designee.

1.10 Subrogation:

The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.11 Performance by Mortgagee of Defaults by Mortgagor:

If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Mortgaged Property ; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, following written notice to Mortgagor and Mortgagor's failure to perform or observe the same within the time set forth in Section 2.2, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, upon demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. To the extent permitted by applicable law the Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.12 Condemnation:

In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), unless Mortgagor and Mortgagee otherwise agree in writing, condemnation awards shall be applied to restoration or repair of the Mortgaged Property, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby materially impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be materially impaired, the condemnation award shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. In the event of a

condemnation, if an Event of Default shall exist hereunder, the Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, either to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any condemnation are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a condemnation as the Mortgagee may require. The provisions of this Section are subject to the rights under the Senior Mortgages, if any to which the rights of the Mortgagee are subordinate.

1.13 Environmental Representations:

(a) The Mortgagor covenants with the Mortgagee that the Mortgaged Property will not be used in whole or in part for the storage of hazardous waste other than typical cleaning and maintenance supplies kept in accordance with all laws and regulations.

(b) To Mortgagor's knowledge and except as may be set forth in the environmental reports disclosed by Mortgagor to Mortgagee, no outstanding violation of any Federal, State or local environmental regulations now exists regarding the Mortgaged Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction and operation of the improvements on the Mortgaged Property.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgaged Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that there are violations or potential, in each case in violation of any applicable environmental law, violations of any environmental regulation laws, ordinances, rules or regulations existing on the Mortgaged Property.

ARTICLE 2

2.1 Due on Further Encumbrance Clause:

In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the Loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Mortgaged Property, found it acceptable and continues to rely upon same as the means of maintaining the value of the Mortgaged Property.

Mortgagor was ably represented by a licensed attorney at law in the negotiation and documentation of the Loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing other than the Subordinate Loans placed upon the Mortgaged Property (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect

its security; and (c) could detract from the value of the Mortgaged Property should Mortgagee exercise Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Property .

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment of the Loan by Mortgagor and the value of the Mortgaged Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to charge default rate interest in the case of an uncured Event of Default; and (iv) keeping the Mortgaged Property free of unapproved subordinate financing liens, Mortgagor agrees that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Mortgaged Property or any interest therein except as permitted under the Loan Agreement (whether voluntarily or by operation of law), and except as permitted under Section 2.3 herein, without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, shall be an Event of Default hereunder, except for the refinancing of the Construction Loan to the Permanent Loan. For the purpose of and without limiting the generality of the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Mortgaged Property and therefore and Event of default hereunder:

- (a) unless otherwise permitted by the Mortgagee as provided herein or in the Loan Agreement, any sale, conveyance, assignment or other transfer of or the grant of a mortgage or security interest in, all or any part of the title to the Mortgaged Property, other than easements or licenses necessary for the development and use of the improvements on the Mortgaged Property which shall include tenant services or benefits; or
- (b) any new or additional liabilities secured by the Mortgaged Property without the prior written consent of Mortgagee.

Mortgagor agrees that if this Section 2.1 is deemed a restraint on alienation, that it is a reasonable one and that any consent by the Mortgagee, or any waiver of an Event of Default, under this Section 2.1 shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Section 2.1. Notwithstanding anything to the contrary herein, leases made in the ordinary course, and transfers of partnership interests permitted in the Partnership Agreement shall be permitted hereunder without any consent from Mortgagee.

2.2 Events of Default:

An Event of Default ("Default") shall have occurred hereunder if:

- (a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, monitoring fee, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or
- (b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage, the Note, the Loan Documents or of any other instrument evidencing, securing or executed in connection with the indebtedness secured hereby, and such failure continues for a period of thirty (30) days following written notice by the

Mortgagee, provided, however, if such default is not susceptible to cure within such thirty (30) day period, Mortgagor shall not be deemed to be in default hereunder provided Mortgagor commences cure within such thirty (30) day period and thereafter diligently pursues the same to completion; or

(c) Any warranties or representations made in any of the Loan Documents shall prove to be false or misleading in any material manner when made, and such breach is not cured within thirty (30) days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Mortgaged Property, and such lien is not canceled, removed, bonded over, insured against or transferred within sixty (60) days after notice of such lien; or

(e) A levy shall be made under any process on, or a receiver is appointed for, the Mortgagor or the Mortgaged Property; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and such legal proceeding is not dismissed within ninety (90) days of filing; or

(j) The Mortgagor breaches any covenant, representation, or warranty set forth in the Loan Agreement and the same remains uncured after the expiration of any applicable grace period, or an Event of Default occurs under the terms of the Loan Agreement or the Note or Mortgage or any of the other Loan Documents and remains uncured after the expiration of any applicable cure or grace period; or

(k) The Mortgagor shall default under any mortgage encumbering the Mortgaged Property which default remains uncured after expiration of any applicable cure or grace period.

If any one or more of the defaults enumerated in paragraphs (a) through (k) occurs or appears likely to occur, then the Mortgagee may notify the Mortgagor and Raymond James Tax Credit Fund XX L.L.C. a Florida limited liability company ("Investor Limited Partner", the Declarant's Investor Limited Partner) of the specific facts which create the reasonable basis for its belief and may request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if

it should occur. The Investor Limited Partner shall have the right, but not the obligation, to cure any events of default within such timeframes and such cure shall be accepted as if made by the Mortgagor.

2.3 Assumption of Note and Special Conditions:

(a) The Note can be assumed upon sale or transfer of the Mortgaged Property, provided: (i) the Mortgagor has obtained the consent of Mortgagee to such sale or transfer (which Mortgagee agrees shall not be unreasonably withheld, conditioned or delayed), (ii) all fifteen (15) of the ARPA-Assisted Units as defined under the Loan Agreement shall remain affordable to households whose incomes, adjusted for family size, are not more than thirty percent (30%) of the applicable area median income published by the U.S. Department of Housing and Urban Development for the West Palm Beach Boca Raton Metropolitan Statistical Area, adjusted for family size ("AMI"), and one hundred thirty-three (133) of the ARPA-Assisted Unit shall remain affordable to households whose incomes, adjusted for family size, are not more than sixty percent (60%) of AMI, for the remaining duration of the Affordability Period (as defined in the Loan Agreement) (iii) and the sale or transfer is permitted under the terms of the Loan Agreement.

In the event the Note will not be assumed upon sale or transfer of the Mortgaged Property, all available proceeds of the sale or transfer shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) Senior Mortgage(s) debt in full, including fees;
- (3) All accrued but unpaid interest on the Note;
- (4) The outstanding principal under the Note;
- (5) Amounts due under this Mortgage, including fees, other than amounts due under the Note.

(c) Except as set forth in Section 2.3(a) above, all of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale or transfer of the Mortgaged Property.

(c) The indebtedness secured hereby may be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions related to any assumptions as contained in this Section 2.3 by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity:

(a) If a Default shall have occurred hereunder and is not cured within applicable cure

periods, then, upon the end of the applicable cure period, the interest rate of the outstanding balance of the loan shall be increased to the maximum rate allowable by law, and the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable, without notice or demand, and may, at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled to do so shall be considered as a waiver of such right.

2.5 Right of Mortgagee to Enter and Take Possession:

(a) If any Default shall have occurred and be continuing beyond expiration of any applicable cure or grace period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Mortgaged Property and to the extent permitted by law, the Mortgagee may enter and take possession of the Mortgaged Property and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this Section 2.5(a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Mortgaged Property.

(b) For the purpose of carrying out the provisions of this Section 2.5, if any Default shall have occurred and be continuing beyond expiration of any applicable cure or grace period, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Mortgaged Property.

(d) If Mortgagor cures all such Defaults, the Mortgagee shall surrender possession of the Mortgaged Property to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to Section 2.5(a) shall exist if any subsequent default shall occur and be continuing.

(d) The provisions of this Section 2.5 are subject to the rights under the Senior Mortgages, to which the rights of the Mortgagee are subordinate.

2.6 Foreclosure and Appointment of a Receiver:

(a) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this section shall become additional debt secured hereby and shall be immediately due and payable with

interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, receivership, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Mortgaged Property or the security hereof, whether or not actually commenced.

(b) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment, pursuant to applicable law, may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period.

(c) If a Default shall have occurred hereunder and is not cured within applicable cure periods, Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Mortgaged Property , and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining title to the Mortgaged Property by reason of such foreclosure.

(d) The provisions of this Section 2.6 are subject to the rights under the Senior Mortgages, to which the rights of the Mortgagee are subordinate.

2.7 Discontinuance of Proceedings and Restoration of the Parties:

In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative:

No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax:

If any additional documentary stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, any security agreement, guaranty, the Loan Agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall indemnify and hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this Section will survive the repayment of indebtedness under the Note.

ARTICLE 3

3.1 Successors and Assigns Included in Parties:

Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, permitted successors and permitted assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not.

Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee as provided herein and in the Loan Documents.

3.2 Headings:

The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others:

If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess of the maximum amount permitted by applicable law to be charged, all excess amounts so paid shall be used to reduce the unpaid principal amount due pursuant hereto.

3.4 Number and Gender:

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE 4

4.1 Notices to Mortgagor and Mortgagee:

Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person, sent by United States Certified Mail, postage prepaid, or sent by an overnight mail service, (such as Federal Express) to the parties being given such notice at the following addresses:

TO MORTGAGOR: Roseland Gardens, LLLP
1100 NW 4th Avenue
Delray Beach, FL 33444
Attn: Darren Smith

With copy to: West Palm Beach Housing Authority
3700 Georgia Avenue
West Palm Beach, FL 33405
Attn: Linda Odum, Executive Director

And Shutts & Bowen LLP
200 So. Biscayne Blvd., Suite 4100
Miami, FL 33131
Attn: Robert Cheng, Esq.

With Copy to: Fox Rothschild LLP
500 Grant Street, Suite 2500
Pittsburgh, Pennsylvania 15219
Attn: Michael H. Syme

To Investor Limited
Partner: Raymond James Tax Credit Fund XX LLC
880 Carillon Parkway
St. Petersburg, FL 33376
Attn: Steven Kropf

With Copy to: Nixon Peabody LLP
Exchange Place
53 State Street
Boston MA 02109
Attn: Nathan A. Bernard, Esq.
Email address: nbernard@nixonpeabody.com

TO MORTGAGEE: Department of Housing and Economic Development
Palm Beach County
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Attn: Jonathan B. Brown, Director

With copy to:
County Attorney's Office
Palm Beach County
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Attn: Howard J. Falcon III, Chief Assistant County Attorney

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system or overnight mail service is used, on the date of delivery of the notice.

ARTICLE 5

5.1 Future Advances:

It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgagee at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property with interest on those disbursements.

If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within fifteen (15) days of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 Subordination: Mortgagee has approved the Subordinate Loans. Mortgagor shall be entitled to refinance such Subordinate Loans provided that the refinancing of the Subordinate Loans does not increase the amount of indebtedness originally secured by the Subordinate Mortgages plus applicable reasonable fees and cost associated with refinancing.

5.3 Lien Priority:

The lien priority of this Mortgage shall not be affected by any changes in the Note or other Loan Documents including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Mortgaged Property subsequent to the date this Mortgage is recorded shall acquire such interest in the Mortgaged Property with notice that Mortgagee may charge a default rate of interest in the event of an uncured Default, or with the consent of the Mortgagor, otherwise modify the Loan Documents and the Loan Documents, as modified, shall remain superior to the interest of any party in the Mortgaged Property acquired subsequent to the date this Mortgage is recorded.

5.4 Security Agreement:

This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property located at the Mortgaged Property, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured party under the Florida Uniform Commercial Code which shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.5 Choice of Law:

This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

5.6 Binding Effect:

This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, permitted successors and permitted assigns.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

Print Witness Name

Witness Signature

Print Witness Address

Print Witness Name

Witness Signature

Print Witness Address

MORTGAGOR:

Roseland Gardens, LLLP.
a Florida limited liability limited partnership

By: SHAG Roseland Gardens Owner LLC,
a Delaware limited liability company
its Special Limited Partner

By: SHAG Roseland Gardens, LLC a Florida
limited liability company, its sole member

By: _____
Timothy Henzy, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on _____, by Timothy Henzy, as Manager of SHAG Roseland Gardens, LLC, a Florida limited liability company, Sole Member of SHAG Roseland Gardens Owner, LLC, a Delaware limited liability company, Special Limited Partner of Roseland Gardens, LLLP, a Florida limited liability limited partnership, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

EXHIBIT A

**THE MORTGAGED PROPERTY
LEGAL DESCRIPTION**

BEING A PORTION OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH LINE OF SAID SECTION 33, S88°46'03"E, A DISTANCE OF 690.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF LAKE AVENUE, BELVEDERE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID PROLONGATION LINE, N00°32'57"E, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE OF LAKE AVENUE, N00°32'57"E, A DISTANCE OF 341.07 FEET; THENCE S89°22'09"E, A DISTANCE OF 177.34 FEET; THENCE S01°13'57"W, A DISTANCE OF 23.99 FEET; THENCE S88°46'28"E, A DISTANCE OF 424.12 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF GEORGIA AVENUE, AS DESCRIBED IN DEED BOOK 502, PAGE 241 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF GEORGIA AVENUE, S00°38'57"W, A DISTANCE OF 318.98 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80), AS DESCRIBED IN DEED BOOK 561, PAGE 521 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80), N88°46'03"W, A DISTANCE OF 600.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 195,739 SQUARE FEET OR 4.4935 ACRES, MORE OR LESS.

AND

A NON-EXCLUSIVE TEMPORARY EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PARAGRAPH 3.3 OF THAT CERTAIN DECLARATION OF EASEMENT AND LICENSES AGREEMENT BETWEEN WEST PALM BEACH HOUSING AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC, AND ROSELAND GARDENS, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, RECORDED _____, 2025 IN OFFICIAL RECORDS BOOK _____ PAGE ____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER ACROSS AND UPON THE LANDS DESCRIBED THEREIN AND FOR THE PURPOSES THEREIN EXPRESSED.

EXHIBIT B
PROMISSORY NOTE

EXHIBIT D

DECLARATION OF RESTRICTIONS

SEE ATTACHED

Prepared by and return to:
Palm Beach County
Department of Housing &
Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attn: Jeff Bolton, Division Director

DECLARATION OF RESTRICTIONS

The undersigned, **Roseland Gardens, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as the "Declarant"), whose mailing address is 1100 NW 4th Avenue, Delray Beach, FL 33444, hereby declares the following:

In consideration of the receipt by Declarant of an **American Rescue Plan Act (ARPA) funding award** in the amount of **\$3,000,000**, awarded on **June 13, 2023**, by **Palm Beach County**, a political subdivision of the State of Florida (the "County"), on this _____ day of April, 2025, the Declarant does hereby grant to the County and impose the following restrictions against the subject property (the "Property"), more fully described in **Exhibit A**, attached hereto and made a part hereof.

1. In consideration for the receipt of the funding award to Declarant, the Property is hereby restricted, and Declarant hereby covenants and agrees, as follows:
 - a. Declarant shall construct no fewer than one hundred forty-eight (148) affordable rental housing units on the Property, which shall consist of one hundred eighteen (118) one-bedroom/one bathroom units and thirty (30) two-bedrooms/two bathrooms units, together with ancillary improvements (the "Project"). All of the aforesaid rental housing units shall be "Affordable Rental Housing Units" affected by the restrictions and conditions of this Declaration of Restrictions for Developer Affordable Rental Housing Units (the "Declaration"). Each of the aforesaid Affordable Rental Housing Units shall be the unit tenant's primary residence pursuant to a signed lease document.
 - b. Declarant shall obtain certificates of occupancy from the building department with jurisdiction over the Project for all of the Affordable Rental Housing Units at the Project and make best efforts to lease all such units by _____, 202__.
 - c. Declarant shall, for a period of not less than fifty years (50) years from the date the Project is completed and placed in service (the "Compliance Period"), lease fifteen (15) of the aforesaid Affordable Rental Housing Units to a household whose gross incomes, adjusted for family size, is not more than thirty percent (30%) of Area Median Income (hereinafter "AMI") at the time the unit is first occupied, and one hundred thirty-three (133) units to a household whose gross income, adjusted for family size, is not more than sixty percent (60%). AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
 - d. Declarant shall, for the aforesaid Compliance Period, lease each of the Affordable

Rental Housing Units at an affordable rental rate such that the sum of the actual monthly rent paid by the tenant of the Affordable Rental Housing Unit plus the cost of tenant paid utilities does not exceed the rent limit for households of not more than sixty percent (60%) of AMI for one hundred thirty-three units and thirty percent (30%) of AMI for fifteen (15) units. The maximum rent allowed hereunder shall not include any payment under Section 8 of the United States Housing Act of 1937 or any other rental assistance program or any fee for supportive services that is paid to Declarant by any governmental program of assistance or any tax-exempt organization.

The above rental rate requirement shall apply to all initial leases with tenants, as well as all subsequent leases.

e. Declarant shall, upon request by the County, provide the County an annual report in the form of an affidavit executed by a person authorized to bind the Declarant. Each such affidavit shall contain the following:

- (i) A certification that the Declarant is in compliance with the requirements of this Declaration for the Project.
- (ii) Evidence of having complied with Paragraph 1(b) of this Declaration.
- (iii) A certification listing all Affordable Rental Housing Units at the Project by unit number and bedroom size. This certification shall include for each such unit the lease date, the tenant's annual household income as of the lease date, the number of unit occupants as of the lease date, and the current monthly rent amount for each unit.

Declarant shall submit such affidavit to:

Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Attn: Jonathan B. Brown, Director

- f. Declarant shall, for each tenant that is leasing an Affordable Rental Housing Unit at the Project, comply with the following requirements and maintain a file that, at a minimum, contains:
- (i) An application for lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the unit and their household characteristics, and the household income they have disclosed.
 - (ii) Documentation evidencing the Declarant's verification of the applicant's household income as of lease commencement and a computation sheet demonstrating the Declarant's determination of the applicant's income eligibility

to occupy the unit as of lease commencement. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).

- (iii) A copy of the AMI showing the HUD income levels in effect at the time all leases are signed.
- (iv) A computation sheet demonstrating that in every initial lease and, every subsequent lease, the rent is at an affordable rental rate as defined in paragraph 1(d).
- (v) An original (which may be signed electronically) of each executed lease with the applicant/tenant identifying the unit number and the rental rate. Declarant shall utilize leases which allow management to terminate the lease of any household where a household member is engaged in illegal or criminal activity or where a household member is engaged in behavior which denies the Project's residents or area residents the quiet and peaceful enjoyment of their homes.
- (vi) Should the Declarant elect to utilize criminal background information in the screening of prospective tenants or the retention/termination of tenants, the Declarant must develop and implement tenant selection policies which comply with HUD guidance on the use of criminal background information.

Tenant selection/retention/termination shall not:

- (i) Exclude persons from housing based on records of arrests not resulting in conviction;
- (ii) Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); or
- (iii) Be utilized to intentionally discriminate against protected classes of persons.

Tenant selection/retention/termination shall:

- (i) Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
- (ii) Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
- (iii) Consider the nature, severity, and recency of the criminal offense;
- (iv) Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; tenant history before and/or after the criminal conduct; and rehabilitation efforts; and

- (v) Be applied equally among all classes of protected persons.

Any other documentation evidencing the Declarant's compliance with the requirements of this Declaration.

- g. Declarant shall maintain ongoing records related to each tenant at the Project, and shall maintain all tenant records for at least five (5) years after the end of each tenancy. The County shall have the option, but not the obligation, to verify the Declarant's compliance with these conditions and the requirements of this Declaration. The County may, at its sole discretion, inspect or audit all tenant and owner records, and the Declarant shall provide the County access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Declarant's place of business within Palm Beach County upon reasonable advanced written notice.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Declarant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Declarant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Declarant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Declarant is specifically required to:

- (i) Keep and maintain public records required by the County to perform services as provided in this Declaration.
- (ii) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Declarant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Declarant does not transfer the records

to the public agency.

Failure of the Declarant to comply with the requirements of this article shall be a material breach of this Declaration. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Declarant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DECLARANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DECLARANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS DECLARATION, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT (561) 355-6680.

- h. Declarant shall include the County logo in all marketing materials for the Project. During the period of the construction of the Project, the County shall have the right to install and maintain on the Property one or more signs identifying the County, or to be identified on such signs installed by Declarant, as one of the entities participating in the development of the Project, so long as such signs comply with applicable governmental regulations, do not interfere with the demolition of existing improvements and construction of the Project, and do not interfere with Declarant's ability to erect signs at the Project. Sign(s), if any, will be provided by the Declarant and erected at Declarant's expense.
 - i. Declarant shall not discriminate on the basis of race, color, religion, disability, sex, age (other than units held for rent by the elderly in compliance with the Fair Housing Act), national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property.
2. The Declarant shall pay, or cause to be paid, all taxes due relating to the Property, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Declaration, except for any liens expressly approved by the County in writing, including the liens of the Senior Mortgages (as defined in the Leasehold Mortgage executed by Declarant in favor of the County). The Declarant shall keep and maintain the Project free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending foreclosure within ten (10) working days of the receipt of said notice by Declarant.
3. Should Declarant change the use or planned use, or discontinue use, of the Project as rental housing (including the Affordable Rental Housing Units) prior to the end of the Compliance Period, Declarant shall be considered in default and subject to the remedies as provided herein.

4. In the event of any proposed sale, conveyance or transfer of the Property prior to the end of the Compliance Period, the Declarant must obtain written approval from the County. The restrictions set forth herein shall run with the land and be binding on the subsequent owner(s) for the remaining duration of the Compliance Period.
5. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, shall constitute a default under this Declaration. The Declarant further acknowledges and covenants that a default under any Senior Mortgage to this Declaration, shall constitute a default under this Declaration.

In the event of default, before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant and Raymond James Tax Credit Fund XX L.L.C. a Florida limited liability company ("Investor Limited Partner", the Declarant's Investor Limited Partner), written notice of the default. Such notice shall be given at the addresses shown herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction. The Investor Limited Partner shall have the right, but not the obligation, to cure any events of default within such timeframe and such cure shall be accepted as if made by the Declarant.

If the Declarant fails, neglect, or refuse to perform any of the provisions, terms and conditions set forth herein, or fails to cure any breach of this Declaration within the period set forth above after the County provides notice to the Declarant as set forth above, the County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which the County may have hereunder or under the law by reason of such default or breach, elect to seek specific performance to enforce the provisions, terms and conditions of this Declaration.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, (but shall not be obligated to) cure, to the extent so curable by County, each default under any covenant in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County, together with interest at the highest rate permissible by law from the time of expenditure.

In addition to any remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies of any of the covenants, terms or conditions of

this Declaration shall not bar or waive any of the County's rights or remedies relating to any subsequent default.

6. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

- To County:

Palm Beach County
Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Attn: Jonathan B. Brown, Director

With copy to:
County Attorney's Office
Palm Beach County
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Attn: Howard J. Falcon III, Chief Assistant County Attorney
- To Declarant:

Roseland Gardens, LLLP
1100 NW 4th Avenue
Delray Beach, FL 33444
Attn: Darren Smith

With copy to:
Shutts & Bowen LLP
200 So. Biscayne Blvd., Suite 4100
Miami, FL 33131
Attn: Robert Cheng, Esq.
- To Investor
Limited Partner:

Raymond James Tax Credit Fund XX L.L.C.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attn: Steven Kropf

With copy to:
Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109
Attention: Nathan A. Bernard, Esq.
Email Address: nbernard@nixonpeabody.com

Such addresses may be changed by each party by written notice to the other parties.

7. The Declarant shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Declarant shall deliver this Declaration to the Director of the Department of Housing and Economic Development, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.
8. The term of this agreement, the obligations contained herein and the restrictions contained in this Declaration shall be binding upon the undersigned, their heirs, executors, successors, and assigns and deemed covenants running with the land for the duration of the Compliance Period. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and by an instrument executed with the same formalities as this document.
9. No provision herein is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party named herein, including but not limited to any citizen or employees of the County and/or the Declarant.
10. The laws of the State of Florida shall govern the interpretation and enforcement of the terms contained herein and the venue shall be in a State court of competent jurisdiction in Palm Beach County.

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Executed this ____ day of _____, 2025__

WITNESSES:

Print Witness Name

Witness Signature

Print Witness Address

Print Witness Name

Witness Signature

Print Witness Address

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on _____, by Timothy Henzy as Manager of SHAG Roseland Gardens, LLC, a Florida limited liability company, sole Member of SHAG Roseland Gardens Owner, LLC, a Delaware limited liability company, Special Limited Partner of Roseland Gardens, LLLP, a Florida limited liability limited partnership, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath

Signature: _____

Notary Name: _____
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

EXHIBIT "A"
to Declaration of Restrictions

Legal Description

BEING A PORTION OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH LINE OF SAID SECTION 33, S88°46'03"E, A DISTANCE OF 690.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF LAKE AVENUE, BELVEDERE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID PROLONGATION LINE, N00°32'57"E, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE OF LAKE AVENUE, N00°32'57"E, A DISTANCE OF 341.07 FEET; THENCE S89°22'09"E, A DISTANCE OF 177.34 FEET; THENCE S01°13'57"W, A DISTANCE OF 23.99 FEET; THENCE S88°46'28"E, A DISTANCE OF 424.12 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF GEORGIA AVENUE, AS DESCRIBED IN DEED BOOK 502, PAGE 241 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF GEORGIA AVENUE, S00°38'57"W, A DISTANCE OF 318.98 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80), AS DESCRIBED IN DEED BOOK 561, PAGE 521 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80), N88°46'03"W, A DISTANCE OF 600.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 195,739 SQUARE FEET OR 4.4935 ACRES, MORE OR LESS.

AND

A NON-EXCLUSIVE TEMPORARY EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PARAGRAPH 3.3 OF THAT CERTAIN DECLARATION OF EASEMENT AND LICENSES AGREEMENT BETWEEN WEST PALM BEACH HOUSING AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC, AND ROSELAND GARDENS, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, RECORDED _____, 2025 IN OFFICIAL RECORDS BOOK _____ PAGE ____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER ACROSS AND UPON THE LANDS DESCRIBED THEREIN AND FOR THE PURPOSES THEREIN EXPRESSED.

EXHIBIT E

ASBESTOS REQUIREMENTS

ASBESTOS REQUIREMENTS **SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Borrower has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Borrower or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Borrower.

III. ASBESTOS ABATEMENT**A. RENOVATION**

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Borrower must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Borrower or by DHED upon request.
- (c) If the Borrower contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Borrower requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Borrower.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The

renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles (“transite”).

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Borrower.

- (a) Asbestos Abatement work may be contracted by the Borrower or by DHED upon request.
- (b) If the Borrower contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Borrower requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Borrower.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Borrower or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing

material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Borrower or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Borrower shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Borrower or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Borrower.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Borrower post job documentation submitted to DHED. All fees shall be paid by the Borrower.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Borrower, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Borrower (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws

1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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EXHIBIT F

PROJECT REPORT

PROJECT REPORT

Reporting Period:	Month		Year	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)			
	\$0.00		
50% benchmark	\$0.00		
		Total DHED Funding	
100% benchmark	\$0.00	Amount	

B. Reimbursement/Disbursement/Payment/Draw Requests					
1. Enter information in the BLUE cells only.					
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.					
3. In Column D, enter the actual amount that was requested.					
A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Amount Requested per month (Projected)	Amount Requested per month (Actual)	Cumulative Reimb Request (Actual)	Funding Balance Remaining
Oct-25				0.00	0.00
Nov-25				0.00	0.00
Dec-25				0.00	0.00
Jan-26				0.00	0.00
Feb-26				0.00	0.00
Mar-26				0.00	0.00
Apr-26				0.00	0.00
May-26				0.00	0.00
Jun-26				0.00	0.00
Jul-26				0.00	0.00
Aug-26				0.00	0.00
Sep-26				0.00	0.00
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00

Jan-27				0.00	0.00
Feb-27				0.00	0.00
Mar-27				0.00	0.00
Apr-27				0.00	0.00
May-27				0.00	0.00
Jun-27				0.00	0.00
Jul-27				0.00	0.00
Aug-27				0.00	0.00
Sep-27				0.00	0.00
Oct-27				0.00	0.00
Nov-27				0.00	0.00
Dec-27				0.00	0.00
Jan-28				0.00	0.00
Feb-28				0.00	0.00
Mar-28				0.00	0.00
Apr-28				0.00	0.00
May-28				0.00	0.00
Jun-28				0.00	0.00
Jul-28				0.00	0.00
Aug-28				0.00	0.00
Sep-28				0.00	0.00
TOTAL FUNDING		0.00	0.00		
	<i>difference to total funding</i>	\$0.00	\$0.00		

C. Amounts Budgeted/ Expended to date:				
Enter all funding sources for the project including non-DHED funds.				
Funding Source	\$ Budgeted	\$ Expended	Percentage Expended	Requested for Reimbursement
DHED Funds (Specify Program)	\$0.00	\$0.00		\$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	\$0.00	\$0.00		

D. Describe any changes in funding amounts or sources of funds.

E. Performance Requirements				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				

EXHIBIT G

TENANT INFORMATION REPORT

Project Name:	Roseland Gardens		
Report Period:	From _____, 20__ to _____, 20__		
Prepared By:			
Report Date:	_____, 20__	Page ____ of ____ Pages	

Fill in the required information for each housing unit or place a check mark where applicable.

ADDRESS:	
Tenant Name:	
Head of Household No. 1 - Age:	
Head of Household No.2 – Age:	
Number of occupants:	
Annual Household Income:	\$
Monthly Rent:	\$
Lease start date:	/ /
No. of bedrooms:	
Household Income at or below 50% of AMI	[]
Household Income Above 50% of AMI up to and including 80% of AMI	[]
Female Head of Household	[]
Disabled Head of Household	[]
Farm worker	[]
Homeless	[]
White	[]
African American	[]
Hispanic Ethnicity	[]
Asian	[]
American Indian or Alaskan Native	[]
Native Hawaiian or Pacific Islander	[]
American Indian or Alaskan Native and White	[]
Asian and White	[]
African American and White	[]
American Indian/Alaskan Native and African American	[]
Other Multi-racial	[]

EXHIBIT H

ANNUAL RENT ROLL

Project Name:	Autumn Ridge Apartments		
Report Period:	From _____, 20__ to _____, 20__		
Prepared By:			
Report Date:	_____, 20__	Page ____ of ____ Pages	

Fill in the required information for each apartment or place a check mark where applicable.

Building Address:				
	Apt. No. ____	Apt. No. ____	Apt. No. ____	Apt. No. ____
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	\$	\$	\$	\$
Tenant Rent:	\$	\$	\$	\$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	\$	\$	\$	\$
Household Income at 50% or <AMI	[]	[]	[]	[]
Household Income at 80% or < AMI	[]	[]	[]	[]
	Apt. No. ____	Apt. No. ____	Apt. No. ____	Apt. No. ____
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	\$	\$	\$	\$
Tenant Rent:	\$	\$	\$	\$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	\$	\$	\$	\$
Household Income at 50% or < AMI	[]	[]	[]	[]
Household Income at 80% or <AMI	[]	[]	[]	[]

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Roseland Gardens, PLLP
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Darren Smith
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 20 day of June, 2025, by Darren Smith.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

[Signature]
NOTARY PUBLIC
My Commission Expires: 11/28/2027
State of Florida at large

(Notary Seal)



JORDAN SCHREIDELL
Notary Public
State of Florida
Comm# HH468082
Expires 11/28/2027

EXHIBIT J

2024 FHFC RENTAL LIMITS

Income Category	Rent Limit by Number of Bedrooms in Unit					
	0	1	2	3	4	5
20%	\$375	\$401	\$482	\$557	\$621	\$685
30%	\$562	\$602	\$723	\$835	\$932	\$1,028
40%	\$750	\$803	\$964	\$1,114	\$1,243	\$1,371
50%	\$937	\$1,004	\$1,205	\$1,392	\$1,553	\$1,713
60%	\$1,125	\$1,205	\$1,446	\$1,671	\$1,864	\$2,056
70%	\$1,312	\$1,406	\$1,687	\$1,949	\$2,175	\$2,399
80%	\$1,500	\$1,607	\$1,928	\$2,228	\$2,486	\$2,742
90%	\$1,688	\$1,808	\$2,169	\$2,507	\$2,797	\$3,085
100%	\$1,875	\$2,009	\$2,410	\$2,785	\$3,108	\$3,428
110%	\$2,063	\$2,209	\$2,651	\$3,064	\$3,418	\$3,770
120%	\$2,250	\$2,410	\$2,892	\$3,342	\$3,729	\$4,113
130%	\$2,438	\$2,611	\$3,133	\$3,621	\$4,040	\$4,456
140%	\$2,625	\$2,812	\$3,374	\$3,899	\$4,350	\$4,798

Based on Florida Housing Finance Corporation Multifamily Rental Programs and CWHIP Homeownership Program



Palm Beach County 2025 Multifamily Income Limits

Income Category	2025 Income Limit by Number of Persons in Household							
	1	2	3	4	5	6	7	8
30%	\$ 24,570	\$ 28,080	\$ 31,560	\$ 35,070	\$ 37,890	\$ 40,710	\$ 43,500	\$ 46,320
50%	\$ 40,950	\$ 46,800	\$ 52,600	\$ 58,450	\$ 63,450	\$ 67,850	\$ 72,500	\$ 77,200
60%	\$ 49,140	\$ 56,160	\$ 63,120	\$ 70,140	\$ 75,780	\$ 81,420	\$ 87,000	\$ 92,640
70%	\$ 57,330	\$ 65,520	\$ 73,640	\$ 81,830	\$ 88,410	\$ 94,990	\$ 101,500	\$ 108,080
80%	\$ 65,520	\$ 74,880	\$ 84,160	\$ 93,520	\$ 101,040	\$ 108,560	\$ 116,000	\$ 123,520
90%	\$ 73,710	\$ 84,240	\$ 94,680	\$ 105,210	\$ 113,670	\$ 122,130	\$ 130,500	\$ 138,960
100%	\$ 81,900	\$ 93,600	\$ 105,200	\$ 116,900	\$ 126,300	\$ 135,700	\$ 145,000	\$ 154,400
110%	\$ 90,090	\$ 102,960	\$ 115,720	\$ 128,590	\$ 138,930	\$ 149,270	\$ 159,500	\$ 169,840
120%	\$ 98,280	\$ 112,320	\$ 126,240	\$ 140,280	\$ 151,560	\$ 162,840	\$ 174,000	\$ 185,280
130%	\$ 106,470	\$ 121,680	\$ 136,760	\$ 151,970	\$ 164,190	\$ 176,410	\$ 188,500	\$ 200,720
140%	\$ 114,660	\$ 131,040	\$ 147,280	\$ 163,660	\$ 176,820	\$ 189,980	\$ 203,000	\$ 216,160

2025 Median Income: \$111,800
Based on Florida Housing Finance Corporation Multifamily Rental Programs.
130% AMI limits imputed by Palm Beach County based on FHFC rent limits.