



Interoffice Memorandum

**AGENDA ITEM**

June 5, 2020

TO: Mayor Jerry L. Demings  
–AND–  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Planning, Environmental, and Development  
Services Department

A handwritten signature in black ink, appearing to read "J. Weiss", is written over the printed name of the sender.

**CONTACT PERSON: Mitchell Glasser, Manager  
Housing and Community Development Division  
407-836-5190**

SUBJECT: June 23, 2020 – Consent Item  
Multi-Family Affordable Housing Developer's Agreement

The Board approved the award of Local Government Areas of Opportunity Funding (Local Government Contribution) in the amount of \$747,000 to Madison Landing, LLC. on October 22, 2019. The Local Government Contribution was required under the Florida Housing Finance Corporation (FHFC) Request for Applications 2019-114 for FHFC Low-Income Housing Tax Credit Program. The FHFC selected and approved for funding the Madison Landing senior affordable rental community on March 6, 2020.

The Madison Landing development is a new affordable, 110 unit, rental housing development for seniors. The project is located at 5800 S. Rio Grande. All of the units will be affordable to low-income seniors making 60 percent or less of the area median income. The developer, Madison Landing, LLC., met all the conditions for the Local Government Contribution funds. The local funds are currently budgeted under the State Housing Initiative Partnership program. The County's contribution will be in the form of a loan to the project at an interest rate of four percent amortized over 30 years, due in 22 years.

The County will utilize the services of Neighborhood Lending Partners of Florida, Inc., (NLP) to facilitate the loan closing and loan servicing. NLP is a nonprofit Community Development Financial Institution currently under contract with Orange County to perform mortgage loan services. The tri-party developers' agreement establishes all the terms and conditions for the Local Government Contribution loan. The County Attorney's Office has reviewed the agreement as to form.

**ACTION REQUESTED: Approval and execution of Multi-Family Affordable Housing Developer's Agreement between Orange County, Florida, and Madison Landing, LLC., and Neighborhood Lending Partners of Florida, Inc., regarding the State Housing Initiatives Partnership Program for the Madison Landing senior affordable rental community. District 6**

JWV:MG:ER  
Attachment

Return to: BCC Mtg. Date: June 23, 2020  
Orange County Housing and Community Development Divn.  
525 E. South Street  
Orlando, FL 32801-2891

**MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT  
BETWEEN  
ORANGE COUNTY, FLORIDA, AND  
MADISON LANDING LLC., AND  
NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.,  
REGARDING THE  
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM**

THIS AGREEMENT is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and Madison Landing LLC., a Florida Limited Liability Company (the "Owner") and Neighborhood Lending Partners of Florida, Inc., a Florida not-for-profit corporation and certified community development financial institution ("NLP"). The County, Owner and NLP may hereinafter be referred to as the "Parties."

**RECITALS**

**WHEREAS**, the Owner owns that certain of real property, more specifically described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property") and intends to develop a new 110 unit affordable rental housing project for seniors to be known as Madison Landing (the "Project"); and

**WHEREAS**, on August 20, 2019, the Florida Housing Finance Corporation ("FHFC") issued Request For Applications 2019-114 ("RFA 2019-114") under FHFC's Low Income Housing Tax Credit Program ("LIHTC"); and

**WHEREAS**, on August 20, 2019, the Orange County Board of County Commissioners (the "Board") adopted Resolution 2019-M-32 adopting a process and standards of review to award a local government financial contribution for projects applying for such LIHTC known as "Local Government Areas of Opportunity Funding" or "Local Government Preference"; and

**WHEREAS**, pursuant to Resolution 2019-M-32, the County issued a Request for Applications for Local Government Areas of Opportunity Funding on August 22, 2019; and

**WHEREAS**, on October 22, 2019, the Board approved the selection of the Project for such Local Government Preference; and

**WHEREAS**, on March 6, 2020, the Project was approved by FHFC for the LIHTC; and

**WHEREAS**, the County now desires to provide for the Local Government Areas of Opportunity Funding for the Project in the amount prescribed by RFA 2019-114,

seven hundred forty seven thousand dollars (\$747,000) in the form of a loan ( the "Project Loan"); and

**WHEREAS**, the Board is permitted and desires to utilize available Florida State Housing Initiatives Partnership ("SHIP") Program funds for the Local Government Areas of Opportunity Funding for the Project; and

**WHEREAS**, the County desires to utilize the services of NLP to provide mortgage loan services, to facilitate the making of low-interest and/or deferred loan or loans to the Owner including permanent loan closing and loan servicing; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## **ARTICLE I**

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

## **ARTICLE II**

Section 1. **Definitions.** In construing this Agreement the following words, phrases and terms shall have the following meanings, unless the context requires otherwise:

- 1.1 *Affordable* shall be defined as a rental development in which the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the area median income.
- 1.2 Very Low Income Person or Household shall mean a person or household whose income does not exceed fifty percent (50%) of the Orlando Metropolitan Statistical Area ("MSA") Median Income published annually by the United States Department of Housing and Urban Development ("HUD") and distributed by FHFC, adjusted for family size.
- 1.3 "Low Income Person or Household" shall mean a person or household whose income does not exceed sixty percent (60%) of the Orlando MSA published annually by HUD and distributed by FHFC, adjusted for family size.
- 1.4 "Affordability Period" shall mean no less than a twenty-two and one half (22.5) year affordability period commencing after the final completion of the Project and shall be required for all units in the Project.
- 1.5 "Project Completion" means that all necessary title transfer requirements and construction work on the Project have been performed and a certificate of completion and/or Certificate of Occupancy has been issued by the County for the Project.
- 1.6 *Orlando Metropolitan Statistical Area ("MSA")* shall include the areas of

Orange, Lake, Seminole, and Osceola counties.

- 1.7 "First Mortgagee" means Wells Fargo Bank, National Association, its successors and/or assigns, including, without limitation, the holder of any permanent loan assigned to it by Wells Fargo Bank, National Association.

### **ARTICLE III**

#### **Section 1. Scope of Project**

- 1.1 The Owner shall utilize Project Loan funds along with other financing source(s) to acquire and construct, at a minimum, one hundred and ten (110) affordable senior multifamily housing units at the rental project known as Madison Landing on the Property. All units shall be rented to a Low Income Person or Household. The rent restrictions established for the Project shall comply with the federal rental guidelines for this income and age group under the LIHTC program.
- 1.2 Owner shall provide the County with the final FHFC Credit Underwriting Report for review by the County, with a copy to NLP, prior to the closing on the Project Loan.
- 1.3 Owner will ensure that all of its employees, agents, subcontractors, representatives, or any other individual or entity which it utilizes for the Project will fully comply with all of the terms and conditions set forth herein.
- 1.4 Owner shall be solely responsible for the means, methods, techniques, sequences, safety programs, procedures and permitting necessary to legally, properly and fully complete the work associated with the Project.
- 1.5 Owner, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, regulations and guidelines of federal, state, county, and municipal governments applicable to the Project in effect at the time of execution of this Agreement and as may become applicable thereafter during the term of the note, mortgage and restrictive covenant resulting from the Project Loan.
- 1.6 Pursuant to the terms of that certain Program Administration Agreement between the County and NLP approved by the Board on February 20, 2018 as it may be amended or extended from time to time ("Program Administration Agreement"), NLP shall provide all the services and loan documentation including recording the loan documents necessary to facilitate and accomplish the loan closings for the Project Loan to include: Construction loan closing, permanent loan closing, disbursement of the Project Loan proceeds, and loan servicing. The Project Loan will be evidenced by a subordinate promissory note and secured by a subordinate mortgage lien against the Property executed and delivered by Owner to NLP. Such mortgage and promissory note shall be subordinate

in all respects to the Owner's first mortgage financing for the acquisition and construction of the Project and to all permanent loan(s). The County and/or NLP shall consent to and execute a subordination and standstill agreement ("Subordination Agreement") with the first mortgage lender for the Project ("Senior Lender"). The County and NLP's subordinate promissory note and subordinate mortgage shall comply with the provisions and requirements of such subordination agreement with the Senior Lender.

- 1.7 The Owner, at its sole cost and expense, shall supply NLP with all documentation (including, but not limited to, mortgagee title insurance commitments, surveys, physical needs assessments, engineering reports, environmental assessments ("Phase 1" reports), plans and specifications and legal opinions, required to close on the Project Loan.
- 1.8 The Owner shall pay NLP all fees and charges incurred in closing the Project Loan and disbursement of the loan proceeds. NLP shall remit to the County the Owner's payment under the Project Loan documents pursuant to the terms and conditions of the Program Administration Agreement.

#### **ARTICLE IV**

##### **Section 1. Payment and Loan Terms**

- 1.1 This Agreement constitutes a commitment to make the Project Loan to Owner subject to the terms and conditions hereof.
- 1.2 The County has designated a total of Seven Hundred and Forty Seven Thousand Dollars (\$747,000) towards the costs of the Project from SHIP funds for the construction activities to be performed by Owner.
- 1.3 The County shall transfer Project Loan funds allocated herein to NLP. NLP will make the Project Loan of such County funds to the Owner and will disburse proceeds of such loan in one or more advances subject to the terms and conditions set forth herein and in the applicable loan documents. The Project Loan shall be evidenced by a promissory note(s) and secured by a mortgage(s) and other loan documents, and the project loan shall be subject to the terms and conditions of the Subordination Agreement. Owner shall agree to the Project Loan and expressly agrees to comply with and perform all of the terms and conditions of this Agreement, the note(s), the mortgage(s), the restrictive covenant and the other loan documents related thereto described below.
- 1.4 The Project Loan shall bear an interest rate of 4 percent compounded monthly and such loan payments shall be based on a 30 year amortization schedule with a final balloon payment due twenty-two and one half (22.5) years after completion of the Project, as such completion is described in Article V below.

- 1.5 After closing for Project Loan funds, NLP shall submit a written request to the County for such funds in the amount of Seven Hundred Forty Seven Thousand Dollars (\$747,000). The written funding request to the County from NLP shall be submitted together with the following documents relating to the Project Loan:
1. Executed promissory note from Owner to NLP ("Subordinate Note");
  2. Executed second mortgage against the Property in favor of NLP ("Subordinate Mortgage").
  3. Executed Multi-Family Affordable Housing Developer's Agreement between Owner, NLP and Orange County
  4. Title Insurance Commitment
- 1.6 NLP shall immediately deposit the Project Loan funds into an interest bearing escrow account with a bank selected by NLP. All interest earned in the account shall be retained in the account and paid to the County after the Project is completed.
- 1.7 Each advance from NLP to Owner shall be deemed to be an advance under the applicable Note(s). NLP may apply any amounts due the Owner thereunder toward satisfaction of any of the terms or conditions of this Agreement, and amounts so applied shall be part of the Project Loan and shall be secured by the lien of the Mortgage(s), and all disbursements from any "contingency" categories shall be made at NLP's discretion after approval by the County pursuant to the terms of the Loan Documents. Such approval and discretion shall not be unreasonably withheld.
- 1.8 Upon request from NLP, the Owner shall submit those documents requested by NLP including the invoices and reports on the actual work completed on the Project. AIA documents may be used to support other documents for application and certificate of payment. The final advance under the Project Loan will be made after NLP and the County have made an on-site inspection. Owner shall supply partial and final lien releases from all materialmen, contractors and sub-contractors, as may be required by the County and/or NLP in their sole discretion.
- 1.9 If the Owner fails to request disbursement of any Project Loan funds for a period of eighteen (18) months from the date of this Agreement, subject to unavoidable delays, the County may, subject to the terms and conditions of the Subordination Agreement, at its option and upon fifteen (15) days written notice to Owner, recoup part or all of any remaining Project Loan funds. Funds that are recouped by the County shall no longer be available for advance hereunder to the Owner.
- 1.10 After the Project Completion and upon stabilization, the Owner shall provide NLP and Orange County a copy of the recorded Extended Use Agreement from FHFC.

## ARTICLE V

### Section 1. Project Construction

- 1.1 The Owner shall obtain all necessary governmental permits and approvals, as needed, and shall cause construction of the Project to begin no later than **sixty (60) days** after the date of closing of the Loan and only after the recording of the Notice of Commencement, and shall cause such construction to be prosecuted with diligence and dispatch so that the construction of the Project is completed in substantial accordance with the final plans, in form and content acceptable to the County, free and clear of all liens or claims for materials, labor, services, or other items furnished in the construction of the Project, and in full compliance with all building, zoning and all other applicable local, state and federal laws, ordinances and regulations for senior multi-family housing. Completion of the Project shall be evidenced by the Certificate of Completion and/or Certificate of Occupancy issued by the governmental authorities having jurisdiction and a final certification by the qualified construction inspector that the Project have been completed in substantial accordance with the Final Plans.
  
- 1.2 The County, NLP, and any other agent or representative of the County shall have the right to enter the Project during normal business hours, after reasonable notice to Owner, for the purpose of inspecting the Project. The Owner shall cause the General Contractor and all subcontractors and suppliers to cooperate with the County and their agents and representatives in the exercise of their rights and performance of their duties hereunder.

## ARTICLE VI

### Section 1. Insurance Requirements

- 1.1 The Owner agrees to maintain on a primary basis and at its sole expense the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Owner, are not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Owner under this contract.
  
- 1.2 The Owner shall require and ensure that each of its contractors, sub-contractors and consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
  
- 1.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

1.4 Required Coverage as stated in this Agreement and the Loan Documents:

- A) Workers' Compensation - Owner shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any agency/vendor using an employee leasing company shall complete the Leased Employee Affidavit (**Exhibit B**).
- B) Commercial General Liability - Owner shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Owner further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C) Business Automobile Liability - Owner shall maintain coverage for all owned; non-owned and hired vehicles issued on the recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event Owner does not own automobiles the Owner shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D) Professional Liability (if applicable) Owner shall require architecture and engineering companies providing professional services to maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence.

1.5 When a self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of Owner's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Owner agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Owner agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Owner of the obligation to provide replacement coverage.

1.6 By entering into this contract, Owner agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the



County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Owner to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Owner agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

- 1.7 Owner agrees that the County should be declared as an Additional Insured with a CG 2010 Additional Insured, or its equivalent to all commercial general liability policies called for in this Agreement. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- 1.8 Any request for an exception to these insurance requirements must be submitted in writing to the County for approval, which County may decline to approve in the County's sole discretion.
- 1.9 Prior to execution and commencement of any operations/services provided under this contract the Owner shall provide the County and NLP with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Owner shall also provide a Blanket Additional Insured Endorsement (**Exhibit C**) or Specific Additional Insured Endorsement (**Exhibit D**) and a Waiver of Subrogation(**Exhibit E**) or Waiver of Transfer of Rights of Recovery (**Exhibit F**) endorsements for each policy as required above. The certificates shall clearly indicate that the Owner has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners  
Housing and Community Development Division  
525 E. South Street  
Orlando, Florida 32801

## **Section 1. Indemnification**

If there are any claims for damages attributable to the negligence, errors or omissions of Owner, their contractors, subcontractors, agents or employees arising in any manner from the Project and this Agreement, Owner shall defend, indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, Owner shall not be (i) responsible for acts or omissions of the County, its agents or employees which result in bodily injury to persons or property, and (ii)

personally liable for principal and interest payments on the Project Loan during its permanent phase, when the Project Loan is nonrecourse to the Owner.

## **ARTICLE VII**

### **Section 1. Fair Housing**

- 1.1 The Owner shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation or disability. The Owner shall comply with Human Rights Ordinance Chapter 22 of the Orange County Code.
- 1.2 The Owner shall comply with Affirmative Marketing and Minority Outreach as set forth in Human Rights Ordinance Chapter 22, Article IV Fair Housing of the Orange County Code. The Owner shall abide by the following:
  - A. The Owner shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation or disability and
  - B. The Owner shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants and posters with the fair housing logo will be prominently displayed at the Project.
- 1.3 The Owner shall maintain records of its affirmative marketing efforts and keep them available for review by the County's Housing and Community Development Division staff.
- 1.4 The Owner shall assess the success of its affirmative action efforts and when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.

## **ARTICLE VIII**

### **Section 1. RENTAL HOUSING RESTRICTIONS**

- 1.1 The Project shall consist of a minimum of one hundred and ten (110) units in total and shall be rented solely to households whose income does not exceed 60 percent of the area median income adjusted for family size. Of the total units, ten (10) units shall be considered SHIP assisted units for SHIP monitoring purposes.
- 1.2 The Owner shall verify the household income and age of the prospective tenants for eligibility in all units prior to the initial occupancy, thereafter, income verification shall be performed on an annual basis.
- 1.3 The Owner's management company shall obtain a certification of income

and age for each of prospective tenant prior to admission to the Project. Source documentation for each adult household member shall be obtained to support income claims. The form of Certification shall be as required by the FHFC.

Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.

- 1.4 Every unit will be subject to the rent restrictions established for the Project which are at the 60 percent AMI level adjusted by number of bedrooms. Rents shall comply with the federal rent guidelines released by HUD annually and provided for in (Exhibit G) for 2020 income rent limits.
- 1.5 For purposes of complying with the requirements of this Agreement, if the income of an individual or family renting a set-aside affordable unit initially meets the applicable income limitation at the commencement of occupancy of the unit, the income of such individual or family shall be treated as continuing to not exceed the applicable income limits so long as the rent charged for such set-aside affordable unit remains in accordance with the gross rent restrictions established by FHFC. The preceding sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceeds one hundred- forty percent (140%) of the applicable income limit, if after such determination, but before the next income determination, any set-aside affordable unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit for very low or low income tenants as defined in this Agreement.
- 1.6 All of the units in the Project shall be affordable for no less than a minimum period of twenty-two and one half (22.5) years from the date of Certificate of Completion or Certificate of Occupancy for the Project issued by the County.
- 1.7 All rental units shall be in compliance with Housing Quality Standards and property standards as outlined under 24 CFR 92.251, Accessibility Standards under 24 CFR 92.251(a)(2) and local code requirements for the duration of the affordability period.

The Owner shall cooperate with the County by allowing on-site inspections of SHIP units for compliance with Housing Quality Standards and local code requirements. These inspections will be conducted on each unit before occupancy and, thereafter, a sample of units will be inspected at a minimum every two years.

Notwithstanding the foregoing, Owner may establish compliance with the requirements of this Article by providing to the County the annual compliance monitoring reports prepared by the Florida Housing Finance

Corporation's compliance monitor.

## **ARTICLE IX**

### **Section 1. Records and Reports**

- 1.1 During the construction of the Project, the Owner shall provide to the County and NLP, a quarterly status construction report concerning the progress made on the Project. The information provided should be a narrative summary of progress, including but not limited to, the percentage of the Project completion, selection of contractors, expenditures and such other information as required under this Agreement and as may be deemed appropriate by the County. Such report shall be due the tenth day of each month.
- 1.2 The Owner shall cooperate with the County and NLP in the implementation and maintenance of an evaluation system to monitor the Project. Such cooperation shall include, but not be limited to, periodic submission of tenant data reports, affirmative marketing efforts, and annual tenant income re-certifications and other obligations in this Agreement.
- 1.3 The Developer shall maintain complete and accurate records of the income for each of the qualifying occupants and the rents charged for the set-aside units. All records shall be maintained in accordance with Chapter 67-37, Florida Administrative Code, or the HUD income limits, whichever is more restrictive. The Developer shall permit any duly authorized representative of Orange County to inspect the books and records upon reasonable notice.
- 1.4 The Developer shall furnish to the County's Housing and Community Development Division a copy of the Annual Owner's Certificate of Housing Credit Program Compliance Form AOC-1, Program Report Summary Form PR-1 and Recap of Tenant Income Certification Form AR-1 submitted to the FHFC. Copies shall be submitted on annual basis subsequent to the issuance of the first certificate of occupancy for the Project.
- 1.5 Notwithstanding anything contained herein to the contrary, in the event that the requirements set forth in this Article IX shall in any manner conflict with the Low Income Housing Credit requirements of Section 42 of the Internal Revenue Code of 1986, as they may be amended from time to time, such provisions of the Internal Revenue Code shall control.

## **ARTICLE X**

### **Section 1. Monitoring**

- 1.1 The Owner shall cooperate with the County's Housing and Community

Development Division in carrying out its monitoring responsibilities, which may, in the sole discretion of the County, include on-site inspections. Further, the Owner shall regularly monitor its performance under this Agreement to ensure that time schedules are being met and other performance goals are being achieved.

## **ARTICLE XI**

### **Section 1. Compliance with Applicable Laws and Other Conditions**

- 1.1 The Owner shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by the Owner shall include a provision for compliance with all such regulations. The Owner shall keep records demonstrating compliance with these regulations.
- 1.2 The Owner shall provide a drug-free workplace. The Owner shall comply with the Drug-Free Workplace Act of 1988.
- 1.3 By executing this Agreement, the Owner hereby certifies that it is not on the "Convicted Vendor List" maintained by the Department of Management Services pursuant to Section 287.133(3)(d), Florida Statutes, and that it shall not contract or subcontract with any entity that appears on such list for the performance of any work or services pursuant to this Agreement. The Owner understands that should this certification be falsified, that the County reserves the right to: (1) terminate this Agreement; and (2) pursue any of the County's available legal rights and remedies.
- 1.4 If the completed rental Project is not occupied by eligible tenants within six months following the date of Project completion, the County will request that the Owner submit marketing information, and if appropriate a marketing plan. The County will require the Owner to repay Project Loan funds invested in any housing unit that has not been rented at least once to eligible tenants within eighteen (18) months after the date of Project completion.

## **ARTICLE XII**

### **Section 1. Additional Owner Covenants**

- 1.1 The Owner shall comply promptly with all federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Project, and shall obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the Project.

- 1.2 The Owner will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and the Owner hereby agrees to indemnify NLP and the County from the claims of brokers arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.
- 1.3 The Owner will upon reasonable demand of NLP or County, correct any structural defect in the Project or any material and substantial departure from the final construction plan documents not approved by NLP and the County, or perform any material condition to NLP or the County's obligations hereunder not satisfied or no longer satisfied. The advance of any proceeds of the Loan shall not constitute a waiver of NLP's or County's right to require compliance with this covenant with respect to any such defects or material and substantial departures from the final construction plan documents not theretofore discovered by, or called to the attention of NLP, County and the inspector, or with respect to the Owner's failure to satisfy or continue to satisfy any condition under this Agreement, whether or not NLP required performance thereof. However, if any defects cited by or not approved by NLP or County remain unresolved for more than 60 days, then NLP may withhold future payment to the Owner under this Agreement or the Loan Documents until the defect is resolved or cured to the reasonable satisfaction of NLP and County.
- 1.4 The Owner shall establish and maintain a reasonable accounting system in accordance with Generally Accepted Accounting Principles, which enables ready identification of its contractors and of Owner's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of the Project. Owner shall ensure in its contract with its general contractor that NLP and the County or its designee shall have access to such books, records, contracts, subcontract(s), financial operations, and documents of the general contractor as required to comply with this section for the purpose of inspection or audit upon reasonable notice during normal business hours at the general contractor's place of business.
- 1.5 The Owner shall cooperate with NLP in obtaining for NLP and the County the benefits of any insurance or other proceeds lawfully or equitably payable to it in connection with the transaction contemplated hereby and the collection of any indebtedness or obligation of the Owner to NLP incurred hereunder (including the payment by the Owner of the expense of an independent appraisal on behalf of NLP in case of a fire or other casualty affecting the Development). The prosecution, settlement and use of insurance claims/proceeds shall be governed by the respective terms of the first mortgage and loan documents.

- 1.6 The Owner will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement, as NLP and Orange County shall reasonably require from time to time, and will do such other acts reasonably necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Note, as NLP or Orange County may reasonably require.
- 1.7 The Owner will utilize the proceeds of the Project Loan solely for the Construction Costs for the Project (as such term is defined in the Owner's fully executed Subordinate Loan Documents) pursuant to the terms of such documents.
- 1.8 The Owner shall not assign this Agreement or any interest therein, and any such assignment shall be void and of no effect.
- 1.9 The Owner shall not incur new or additional liabilities that would constitute liens against the Property or the Project, other than as expressly provided for herein and in the loan documents of the Senior Lender and except for liabilities incurred in the ordinary course of business unless otherwise approved by the County.
- 1.10 If for any reason the entire amount of the Loan is not used to fund the Construction Costs or toward permanent financing of the Development, the principal amount of the Loan shall be reduced by the amount of the unused funds, which shall be retained by Orange County, and the principal sum of the Note shall be adjusted accordingly.
- 1.11 Neither NLP nor the County shall be liable to materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the Property or employed in the construction of the Project, or for any debts or claims accruing to any of said parties against the Owner or against the Property, and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between either NLP or the County, and any material men, contractors, sub-contractors, sub-subcontractors, craftsmen, laborers or any person supplying any work, labor or material. The Owner is not, and shall not be, the agent of either NLP or the County for any purpose, nor shall any of them be the agent of Owner for any purpose, except, as to both, as may be specifically set forth herein. Nothing in this Agreement, or any Subordinate Loan Document shall be construed to make the Owner and NLP and the County partners, or joint or co-venturers, and the relationship of the Owner with respect to NLP and the County shall at all times be that of debtor and creditor.

## **ARTICLE XIII**

### **Section 1. Default**

- 1.1 Upon the occurrence of any of the following events and subject to any

applicable cure periods (an "Event of Default") all obligations on the part of NLP and Orange County to make any advances under the Subordinate Loan Documents shall, if NLP elects, terminate, and NLP may, subject to the terms and conditions of the Subordination Agreement, at its option exercise any of its remedies set forth herein, and in the Subordinate Loan Documents but NLP may make any advances or parts of advances after the happening of any Events of Default without thereby waiving the right to exercise such remedies without becoming liable to make any further advance. Upon the occurrence of any Event of Default under the Subordinate Loan Documents, NLP will, subject to the terms and conditions of the Subordination Agreement, demand and consider a cure provided within the applicable cure period by the Owner, as applicable.

1.1.1 Prior to completion of construction of the Project, if the Owner fails to, or is unable to, satisfy or keep satisfied any condition within Owner's control to an Advance under this Agreement for a period in excess of thirty (30) days.

1.1.2 If for any cause whatsoever other than Unavoidable Delays (as hereinafter defined) the construction of the Project is at any time discontinued for more than sixty (60) consecutive business days, or not carried on with diligence and dispatch, in the reasonable judgment of NLP, or if the Project, in the reasonable judgment of NLP, are not being constructed or have not been completed in a good and workmanlike manner in substantial accordance with the Final Plans, this Agreement and all laws, rules, regulations and requirements of all governmental authorities having or claiming jurisdiction, now existing or hereafter enacted, adopted or promulgated, or if the certificate of occupancy for the Development or other certificates of compliance with zoning ordinances and building regulations have not been issued within thirty (30) days after the Completion Date, as the same may be extended. "Unavoidable Delays" is defined as delays due to strikes, blackouts, acts of God, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental authority, enemy action, civil disturbance, fire, inclement weather which results in a local declaration of emergency under state law, or any other act beyond the reasonable control of the Owner, (excluding, however, the inability or failure of the Owner to obtain any financing which may be necessary to carry out its obligations under this Agreement), provided, however, within thirty (30) days after the termination of the occurrence which caused any such delay, the Owner shall have given written notice to NLP of the cause of the delay and the period of time during which it existed, and the period of Unavoidable Delay shall be such period of time during which the particular delay existed or such longer period of time as NLP, in its reasonable discretion, may determine.

1.1.3 If any warranty or material representation made by the Owner in this Agreement or pursuant to the terms of the Loan Documents shall at any time be found to be false or misleading in any material



respect, or if the Owner shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, the Mortgage, the First Mortgage, or any other Loan Document (provided, that with respect to nonmonetary Events of Default, NLP shall give written notice to the Owner, who shall have thirty (30) days to cure which time may be reasonably extended by NLP and that with respect to monetary Events of Default, the Owner shall have a fifteen (15) day grace period), or is unable or unwilling to meet its obligations there under.

1.1.4 If any building permit or other governmental permit, license or approval required in connection with the Development is not maintained in full force and effect, expires or is cancelled and not reinstated or renewed within thirty (30) days of such cancellation or expiration, and such permit, license or approval is necessary for the stage of construction then ongoing, or for the operation of the Development once complete.

- 1.2 If Owner has failed to comply with its obligations under the Loan Documents or the first loan documents, NLP shall give written notice to Owner, who shall have ten (10) days, or such additional period of time approved in writing by NLP to provide any additional information requested by NLP and thirty (30) days to cure such insecurity, if a cure is deemed necessary by NLP.

## **ARTICLE XIV**

### **Section 1. Default Remedies of NLP and the County**

- 1.1 Subject to the terms of the Subordination Agreement with the Senior Lender, upon the happening of an Event of Default, unless cured, NLP and/or the County may, at their option, upon written notice to the Owner, exercise any one or more of the following options:
1. Cancel this Agreement.
  2. Commence an appropriate legal or equitable action to enforce the Owner's performance under this Agreement.
  3. Accelerate the payment of the Subordinate Note and the Subordinate Loan Documents and any other sums secured by the Subordinate Mortgage, and commence appropriate legal and equitable action to foreclose the Subordinate Mortgage and collect all such amounts due by Owner under the Loan Documents.
  4. Exercise all rights under the agreements with the general contractor, the architect and the engineer for the Project, or employ others to complete the construction, and thereafter lease or let the Project; and take such action as may be reasonable to preserve and protect the Project and construction site any construction materials stored thereon.

5. Exercise any other rights or remedies that NLP or the County may have under the Subordinate Mortgage or any other Subordinate Loan Document or executed in connection with the Project Loan or which may be available under applicable law.
  6. Exercise any other options allowed by law for NLP or the County to protect their interests.
- 1.2 No right, power or remedy of NLP or the County as provided in this Agreement is intended to be exclusive of any other right, power, or remedy of NLP or the County, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to NLP and the County now or hereafter existing at law or in equity and may be pursued separately, successively or concurrently at the sole discretion of NLP and/or the County. The failure of NLP or the County to exercise any such right, power or remedy, shall in no event, be construed as a waiver or release of any right, power or remedy thereof.
- 1.3 The Developer shall not sell, exchange, assign, convey, transfer or otherwise dispose of the Property, the Project or any building in the Project without prior written notice to the County.

## **ARTICLE XV**

### **Section 1. General Terms**

The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

- 1.1 All conditions imposed on the Owner hereunder are imposed solely and exclusively for the benefit of NLP and/or 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 NLP will make Advances in the absence of strict compliance with any or all thereof, 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 NLP or the County at any time if, in their sole discretion, if they deem it desirable to do so.

In particular, NLP and the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Project or the absence there from of defects. All inspections and other services rendered by or on behalf of NLP or the County shall be rendered solely for the protection and benefit of NLP or the County. Neither the Owner nor other third persons shall be entitled to claim any loss or damage against NLP or the County or against its agents or employees for failure to properly discharge their duties.

- 1.2 Nothing contained in this Agreement, or the Loan Documents, shall impose upon NLP or the County any obligation to oversee the proper use or application of any disbursements and advances of funds made pursuant to the Loan.
- 1.3 The Owner shall indemnify NLP and the County, its directors, officers, members, officials, employees and agents, from any liability, claims or losses resulting from the disbursement of the proceeds of the Project Loan to the Owner or the general contractor for the Project or from the condition of the Project, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Project Loan excluding misconduct, bad faith or negligence of NLP or the County. This provision shall survive the repayment of the Project Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.
- 1.4 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.
- 1.5 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.
- 1.6 The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.
- 1.7 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.
- 1.8 If NLP or the County shall waive any provisions of this Agreement or the Loan Documents, or shall fail 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 NLP or 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.
- 1.9 All notices and other communications to be made or permitted to be made

hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; (c) facsimile, or (d) U.S. Mail, Certified, Return Receipt Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs. Any party may change said address by giving the other parties hereto Notice of such change of address in accordance with the foregoing provisions.

As to Orange County: Housing and Community Development Division  
525 East South Street  
Orlando, Florida 32801  
Attn: Manager

As to Orange County  
Copy to: Orange County Administrator  
201 S. Rosalind Avenue  
Orlando, Florida 32801

As to Owner: Madison Landing, LLC  
558 W. New England Avenue, Suite 250  
Winter Park, FL 32789  
Attn: Patrick E. Law

As to Owner Copy to: Zimmerman Kiser Sutcliffe, P.A.  
315 East Robinson Street, Suite 600  
Orlando, Florida 32801  
Attn: John P. Grygiel, Esq.

With a Copy to: Wells Fargo Affordable Housing Community  
Development Corporation  
One Wells Fargo Center  
301 South College Street, TW17  
MAC D1053-170  
Charlotte, NC 28288  
Attn: Director of Asset Management

And a Copy to

Wells Fargo Bank, National Association  
301 S. College Street, MAC D1053-170  
Charlotte, NC 28288  
Attn: Manager, CLI Deal Management

As to NLP:

Neighborhood Lending Partners of  
Florida, Inc.  
3615 West Spruce Street  
Tampa, FL 33607

- 1.10 This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Owner.
- 1.11 This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.
- 1.12 Notwithstanding any other provision herein, all rights, title, interests, covenants and Agreements herein are subject to the rights, title, interests, covenants and Agreements of the First Mortgagee under its respective loan documents.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

BY: Orange County Board of County Commissioners

BY: *Jerry L. Demings*

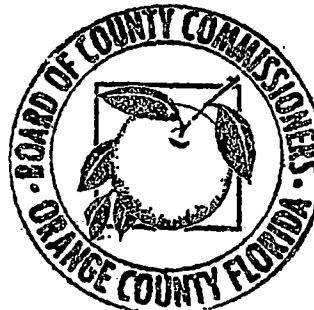
*fd* Jerry L. Demings  
Orange County Mayor

DATE: JUN 23 2020

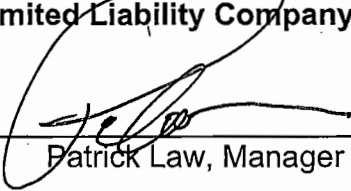
ATTEST:  
Phil Diamond, CPA, Orange County Comptroller  
As Clerk of the Board of County Commissioners

BY: *Phil Diamond*  
Deputy Clerk

DATE: JUN 23 2020



BY: MADISON LANDING, LLC., a Florida  
Limited Liability Company

BY:   
Patrick Law, Manager

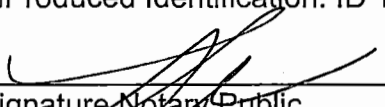
DATE: 6/12/20

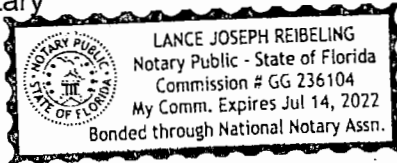
**NOTARY:**

STATE OF: Florida)  
COUNTY OF: Orange)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 12 day of June, 2020, by Patrick Law, Manager of Madison Landing, LLC, a Florida limited liability company, on behalf of the company who is:

Personally Known  
 Produced Identification. ID Type: \_\_\_\_\_

  
Signature Notary Public  
Print, Type/Stamp Name of Notary



[REMAINING SIGNATURE ON THE FOLLOWING PAGE]

BY: NEIGHBORHOOD LENDING PARTNERS  
OF FLORIDA, INC. ,  
A Florida Not-for-Profit Corporation

BY: M Fellows  
Mary Fellows COO/EVP

DATE: 6-8-2020

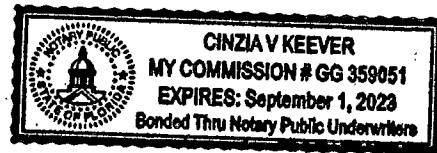
**NOTARY:**

STATE OF: FLORIDA  
COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 8<sup>th</sup> day of JUNE, 2020, by Mary Fellows, EVP/COO President of Neighborhood Lending Partners of Florida, Inc.

Personally Known  
 Produced Identification. ID Type: \_\_\_\_\_

Cinzia V Keever  
Signature Notary Public  
Print, Type/Stamp Name of Notary



## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to herein below is situated in the County of ORANGE, State of Florida, and described as follows:

A PORTION OF LOTS 39, 40, 57, & 58, PLAN OF BLOCK "ONE" PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 57, ALSO BEING THE SOUTHEAST CORNER OF LOT 40, OF SAID PLAN OF BLOCK "ONE" PROSPER COLONY, THENCE RUN SOUTH 89°17'47" WEST, 10.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIO GRANDE AVENUE; THENCE RUN NORTH 00°13'04" WEST, ALONG SAID WEST RIGHT OF WAY, 38.15 FEET, TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE OF SAID SOUTH RIO GRANDE AVENUE, RUN THE FOLLOWING (7) COURSES: SOUTH 89°46'56" WEST, 105.00 FEET; SOUTH 00°13'04" EAST, 33.00 FEET; SOUTH 89°46'56" WEST, 115.00 FEET; NORTH 00°13'04" WEST, 33.00 FEET; SOUTH 89°46'56" WEST, 70.00 FEET; SOUTH 00°13'04" EAST, 173.00 FEET; SOUTH 89°46'56" WEST, 144.99 FEET; THENCE RUN NORTH 00°13'04" WEST, PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH RIO GRANDE AVENUE, 453.47 FEET; THENCE RUN NORTH 89°17'47" EAST, 435.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RIO GRANDE AVENUE; THENCE RUN SOUTH 00°13'04" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 284.16 FEET, TO THE POINT OF BEGINNING.

CONTAINING 151,682 SQ. FT. OR 3.48 ACRES ±.



**EXHIBIT B**

**LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

AM. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 10/1/08

## EXHIBIT C

### BLANKET ADDITIONAL INSURED ENDORSEMENT

COMMERCIAL GENERAL LIABILITY  
CC 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under The following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insureds under the Professional Liability section of this policy (already Included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PERFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS;
information required to complete this Schedule, if not shown above, will be shown in the Declarations

**Section II - Who Is An insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising Injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by you or rented by you.

**EXHIBIT D**

**SPECIFIC ADDITIONAL INSURED ENDORSEMENT**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY 201 S ROSALIND AVE ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT E

### WAIVER OF SUBROGATION

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

2nd Reprint

*Effective April 1, 1984*

Advisory

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#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This Agreement applies only to the extent that you perform work under a written contract that requires you to obtain this Agreement from us.)

This Agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

© 1983 National Council on Compensation Insurance, Inc.

© NCCI Holdings, Inc.

**EXHIBIT F**

**WAIVER OF RIGHTS OF RECOVERY**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## EXHIBIT G

### RENT LIMITS

The schedule below is to be used in establishing maximum unit rents. These figures represent MAXIMUM gross rents, which must include an allowance for utilities. The schedule also provides an example for calculating net rents at 60 percent AMI and the set aside unit rents at 50 percent of 60 percent net rent.

***Example: Orlando 2020 MSA***  
**60 percent AMI Rent Limit**

# of Bedroom(s)	Rent \$
1	818
2	982
3	1,134
4	1,266

The rent limit is the maximum rent that can be charged for the rental unit. The Rent Schedule is published annually by the U.S. Department of Housing and Urban Development. The rent limits may change annually based on changes to the Area's Median Income.