



Interoffice Memorandum

February 15, 2024

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Tanya Wilson, AICP, Director
Planning, Environmental and
Development Services Department

A handwritten signature in black ink, appearing to read "Tanya Wilson", written over the printed name in the "FROM" field.

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

SUBJECT: March 5, 2024 – Consent Item
Multi-Family Affordable Housing Developer’s Agreement
regarding the Affordable Housing Trust Fund Program and
American Rescue Funds

On June 17, 2021, Orange County issued a Request For Proposals Y21-1046-RM for Multi-Family Affordable Housing (“RFP Y21”) with the source of funding coming from the Affordable Housing Trust Fund Program. On September 14, 2021, the Board approved the ranking and selection of four firms under RFP Y21. This selection included Southwick Commons, LTD (the “Owner”) which intends to develop a new 195-unit affordable rental housing project to be known as Southwick Commons.

The County approved \$2,000,000 in funding for the Project in the form of a project loan and authorized the Procurement Division to execute developer agreements and negotiate the terms of the loans within the proposed budget. Following this approval, the federal inflation rate increased at an unprecedented pace causing an increase in construction costs outside of the Owner’s control. As a result, the project demonstrated a construction funding gap of \$1,000,000.

The County recognized the need to maintain the viability of the Project and believed it was beneficial to deliver these much needed affordable housing units in a timely manner. The Board will allocate \$1,000,000 in American Rescue Plan (“ARP”) funds for this project within a budget amendment on the March 5, 2024 Consent Agenda. The Board is utilizing available Affordable Housing Trust Fund Program and ARP funds for this Project, totaling \$3,000,000. The Multi-Family Affordable Housing Developer’s Agreement provides the terms and conditions of the loan.

Orange County will utilize the services of Neighborhood Lending Partners of Florida, Inc., a Florida not-for-profit corporation and certified community development financial institution, to facilitate the making of the project loan to the Owner, including permanent loan closing and loan servicing.

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 Southwick Commons, Ltd., and Neighborhood Lending Partners of Florida, Inc., regarding the Affordable Housing Trust Fund Program and American Rescue Plan Funds Y21-1046C – Southwick Commons, Ltd. providing a total amount of \$3,000,000. District 2.

TW/MG:js
Attachment

Return to:
Orange County Housing and Community Development Divn.
525 E. South Street
Orlando, FL 32801-2891

BCC Mtg. Date: March 5, 2024

**MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT
BETWEEN
ORANGE COUNTY, FLORIDA, AND
SOUTHWICK COMMONS, LTD, AND
NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.,
REGARDING THE
AFFORDABLE HOUSING TRUST FUND PROGRAM AND
AMERICAN RESCUE PLAN FUNDS**

Y21-1046C – Southwick Commons, LTD

THIS AGREEMENT, Y21-1046C, is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and Southwick Commons, LTD , a Florida limited partnership (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 192 unit affordable rental housing project to be known as Southwick Commons (the "Project"); and

WHEREAS, on March 24, 2020, the Orange County Board of County Commissioners (the "Board") adopted Ordinance No. 2020-09 establishing the Affordable Housing Trust Fund Program known as the "Affordable Housing Trust Fund" or the "Trust Fund" for the purpose of providing the financial resources and the leverage necessary to create and preserve affordable housing units in Orange County; and

WHEREAS, on September 22, 2020, the Board adopted the Affordable Housing Trust Fund Plan that outlines the eligible uses of the Trust Fund, including a strategy to provide gap financing to developers of affordable housing when additional funds are needed to secure the production or acquisition of affordable housing; and

WHEREAS, on June 17, 2021, Orange County issued Request For Proposals Y21-1046-RM ("RFP Y21") for Multi-Family Affordable Housing with the source of funding from the Trust Fund Program; and

WHEREAS, on September 14, 2021, the Board approved the ranking and selection of four firms under RFP Y21; and

WHEREAS, the County approved funding for the Project in the amount requested by the Owner under RFP Y21, Two Million Dollars (\$2,000,000) in the form of a loan (the "Project Loan"); and

#12173.19|1233212v4

WHEREAS, the federal inflation rate has increased in recent months at an unprecedented pace, causing an increase in construction costs outside of the Owner's control; and

WHEREAS, the project has demonstrated a construction funding gap of \$1,000,000 due to inflationary cost increases; and

WHEREAS, the County has the desire to maintain the viability of the Project and believes it is beneficial to deliver these much-needed affordable housing units in a timely manner; and

WHEREAS, the County has set aside American Rescue Plan ("ARP") funds for affordable housing gap financing; and

WHEREAS, the Board desires to close the gap by adding funds from ARP and Housing Trust Fund; and

WHEREAS, to help finance the Project, the Board now desires to allocate and fund \$1,000,000 of the County's American Rescue Plan dollars to close the funding gap; and

WHEREAS, the Board is permitted and desires to utilize available Affordable Housing Trust Fund Program and American Rescue Plan funds for the funding for the Project; and

WHEREAS, the terms of the ARP funds are enumerated in the Coronavirus State and Local Funds Addendum located in Exhibit "J"; 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 2. Definitions. In construing this Agreement the following words, phrases and terms shall have the following meanings, unless the context requires otherwise:

- 2.1 "Affordable" shall be defined as a rental development in which a minimum of twenty percent (20%) of the units must be rented to a household whose annual income does not exceed fifty percent (50%) of the area median income or forty percent (40%) of the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the area median income or income averaging whereby the average income of all units is not to exceed 60% area median income. For purposes of calculating

average income, no unit shall exceed 80% of the area median income of the Orlando Metropolitan Statistical Area.

- 2.2 "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 Florida Housing Finance Corporation ("FHFC"), adjusted for family size.
- 2.3 "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.
- 2.4 "Affordability Period" shall mean, with respect to each residential building, no less than a thirty (30) year affordability period commencing upon Project Completion (defined below).
- 2.5 "Project Completion" or "Completion Date" means that all necessary title transfer requirements and construction work on the Project have been performed and the date which a certificate of completion is issued by the County and recorded against the Project and/or the first (if more than one) and/or Certificate of Occupancy has been issued by the County for the Project, whichever is earlier.
- 2.6 *Orlando Metropolitan Statistical Area ("MSA")* shall include the areas of Orange, Lake, Seminole, and Osceola counties.
- 2.7 "Senior Lender" means, individually or collectively, FHFC and First Mortgagee, their successors and/or assigns.
- 2.8 "First Mortgagee" means the senior lender, its successors and/or assigns, including without limitation, the holder of any permanent loan assigned to it by the first mortgage lender.
- 2.9 "FHFC" means the 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.

ARTICLE III

Section 3. Scope of Project

- 3.1 The Owner shall utilize the Project Loan along with other financing source(s) to construct, at a minimum, 192 (one-hundred ninety-two) affordable multifamily housing units at the rental project known as Southwick Commons on the Property. Of the total 192 units, 29 units shall be rented to households earning up to 30% AMI, 120 units shall be rented to households earning up to 60% AMI, and 43 units shall be rented to

households earning up to 80% AMI; provided, however, the Owner may alter the foregoing unit mix with the County's prior consent and approval (not to be unreasonably withheld, conditioned or delayed), so long as the average income of the Project's residential tenants is no greater than 60% AMI.

- 3.2 The rent restrictions established for the Project shall comply with the affordable rental guidelines for this income and household size in accordance with the gross rent restrictions established by FHFC.
- 3.3 The Owner will ensure that the Project incorporates the required green building features detailed under RFP Y21 and included in Exhibit G.
- 3.4 The Owner will ensure that the Project achieves certification under Florida Green Building Coalition's designation program within one year after the issuance of a Certificate of Occupancy.
- 3.5 The Owner will ensure that the Project implements the required Lower Barrier unit tenant screening criteria for the set aside units as detailed in Exhibit H and provide the County with annual monitoring materials as described in Exhibit I .
- 3.6 The 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.
- 3.7 The 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.
- 3.8 The Owner, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, regulations and guidelines of federal, state, county, and municipal governments (collectively "Laws") 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.
- 3.9 Pursuant to the terms of that certain Agreement between the County and NLP, approved by the Board on September 26, 2021 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), including the State Apartment Incentive Loan Program loan ("SAIL Loan")

and the Extremely Low-Income Program loan (“ELI Loan”), both from FHFC. 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.

- 3.10 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.
- 3.11 The Owner shall pay NLP all fees and charges incurred in closing the Project Loan and disbursement of the loan proceeds, including the 1% origination fee for the Project Loan, and all reasonable and customary fees and charges incurred in the disbursement of the loan proceeds. NLP shall remit to the County the Owner’s payment due under the Project Loan documents pursuant to the terms and conditions of the Program Administration Agreement.

ARTICLE IV

Section 4. Payment and Loan Terms

- 4.1 This Agreement constitutes a commitment to make the Project Loan to Owner subject to the terms and conditions hereof.
- 4.2 The County has designated a total of Three Million Dollars (\$3,000,000) towards the costs of the Project for the construction activities to be performed by Owner, of which, Two Million Dollars (\$2,000,000) has been allocated from the Affordable Housing Trust Fund and One Million Dollars (\$1,000,000) from the American Rescue Plan. The term of the \$2 Million Project Loan shall consist of an interest-only 24 month construction period (subject to one 6 month extension for a total of 30 months) (the “Construction Loan Period”) and a permanent loan term of 30 years that commences on the same day any permanent loan held by the First Mortgagee commences (the “Permanent Loan Period”). Loan payments shall be made in arrears. The term of the \$1 Million Project Loan shall consist of a zero percent (0%) interest 24 month construction period (subject to one 6 month extension for a total of 30 months) (the “Construction Loan Period”) and a deferred permanent loan of 30 years with 0% interest that commences on the same day any permanent loan held by the First Mortgagee commences (the “Permanent Loan Period”). No principal payments shall be due on the \$1 Million Project Loan and the entire balance shall be due and payable at maturity; provided, however, the County reserves the option to forgive the deferred permanent loan at maturity. The \$2 Million Project Loan and the \$1 Million Project Loan shall be evidenced by separate promissory notes but may, in the County’s

discretion, be secured by the same security instruments and loan documents.

- 4.3 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) ("Note") and secured by a mortgage(s) and other loan documents. 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, the mortgage(s), the restrictive covenant and the other loan documents related thereto described below.
- 4.4 The \$2 million Project Loan shall bear an interest rate from the date of the Note of one half of one percent (0.50%) simple interest per annum on the outstanding principal balance. Interest shall be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable. Annual payments of principal and interest shall commence after Project Completion and shall be based on a 30-year amortization. The Note shall have a maturity date ("Maturity Date") that coincides with the end of the Project's Affordability Period, but in all events shall be no earlier than six months after the maturity date of the permanent loan. The entire unpaid principal balance of the Project Loan, together with any accrued and unpaid interest thereon, shall be due and payable on the Maturity Date. Annual payment amounts will be paid from 75% of Cash Flow (defined below). For purposes hereof, "Cash Flow" shall be calculated in the same manner as "Development Cash Flow" as provided in the \$7,000,000 SAIL loan ("SAIL Loan") to Owner from FHFC and the \$6,310,452 Viability Loan to the Owner from FHFC (the "Viability Loan", and together with the SAIL Loan, the "FHFC Cash Flow Loans"). Each calendar year, when the Development Cash Flow is determined as provided in the FHFC Cash Flow Loans, and Borrower makes the annual payments of interest to Florida Housing under the FHFC Cash Flow Loans (the "FHFC Payment"), up to 75% of any Development Cash Flow remaining after the FHFC Payment and any payment due under the \$600,000 ELI Loan and the \$1,089,548 NHTF Loan made by FHFC to the Borrower, shall be paid toward the annual payment due under the Note, with such payment being due within fifteen (15) days after the entire FHFC Payment is due. To the extent there is insufficient Cash Flow in any year for Owner to pay all or any portion of the payment due, the amount of the loan payments made shall be deferred and shall accrue, without interest, and will be payable at the Maturity Date.
- 4.5 Notwithstanding anything in Section 4.4 of this Article IV to the contrary, Owner shall pay NLP an annual servicing in the amount of \$10,000 per year, which shall be due and payable on or before April 1 of the following year. The annual servicing fee shall be pro-rated to the extent the time period covered is less than a calendar year.

- 4.6 After closing for Project Loan funds, NLP shall submit a written request to the County for such funds in the amount of Three Million Dollars (\$3,000,000). The written funding request to the County from NLP shall be submitted together with the following documents relating to the Project Loan:
- A. Executed promissory note from Owner to NLP (“Subordinate Note”);
 - B. Executed subordinate mortgage against the Property in favor of NLP (“Subordinate Mortgage”);
 - C. Executed Multi-Family Affordable Housing Developer’s Agreement between Owner, NLP and Orange County;
 - D. Title Insurance Commitment; and
- 4.7 Once funds from the Project Loan are drawn, NLP shall immediately deposit the Project Loan funds into an interest bearing escrow account with a bank selected by NLP (including any sub-accounts or separate accounts for the GAP Loan as NLP may require, the “Account”). All interest over 1% earned in the account shall be retained in the account and paid to the County after the Project is completed.
- 4.8 Each Project Loan advance from NLP to Owner shall be deemed to be an advance under the applicable note(s) and shall be made pursuant to a draw schedule approved by NLP, the Owner, and the servicer for the First Mortgagee, which draw schedule will provide, to the greatest extent possible, for Loan proceeds to be advanced to Owner on a pro-rata basis with the proceeds of the senior loan from the First Mortgagee. After no less than 10 business days prior written notice to the Owner, NLP may apply any amounts in the Account thereunder toward satisfaction of any unpaid, past due amounts required to be paid by the Owner or Nonprofit Sponsor under the terms of this Agreement, and amounts so applied shall be part of the Project Loan and shall be secured by the lien of the Subordinate Mortgage(s) and any collateral assignment(s) of the Nonprofit-Owner Loan Documents given by the Nonprofit Sponsor to the County, 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 Subordinate Loan Documents. Such approval and discretion shall not be unreasonably withheld, conditioned or delayed.
- 4.9 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, but reasonable discretion.
- 4.10 If the Owner fails to request disbursement of any Project Loan funds for a

period of twenty-four (24) 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.

- 4.11 After the Project Completion and upon stabilization, upon request, the Owner shall provide NLP and Orange County a copy of the recorded Extended Use Agreement from FHFC.

ARTICLE V

Section 5. Project Construction

- 5.1 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 Project 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. The Owner shall provide NLP evidence of Project Completion.
- 5.2 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 6. Insurance Requirements

- 6.1 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.

- 6.2 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.
- 6.3 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.
- 6.4 Required Coverage as stated in this Agreement and the Loan Documents:
- A. Workers' Compensation – To the extent required by law, 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 \$1,000,000 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.
- 6.5 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 results in

a gap in insurance coverage that could adversely affect the County, the County may require the Owner to purchase in the event of a claim made from a Supplemental Extended Reporting Period (SERP) during the term of this Agreement 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.

- 6.6 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.
- 6.7 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.
- 6.8 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 Transfer of Rights of Recovery (Exhibit E) 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

6.9 **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 7. Fair Housing

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 8. RENTAL HOUSING RESTRICTIONS

- 8.1 The Project shall consist of a minimum of one-hundred and ninety-two (192) units in total. During the Affordability Period, the units shall be rented in accordance with the set -asides set forth in Article III, Section 3.1 of this Agreement. Notwithstanding the foregoing, any household that initially qualified under any of the foregoing income limits shall be deemed to satisfy the applicable income limitation if such household's income subsequently increases and the requirements of section 8.5 are followed.
- 8.2 The Owner shall verify the household income of the prospective tenants for eligibility in all units prior to the initial occupancy, thereafter, income verification shall be performed on an annual basis.
- 8.3 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.

- 8.4 Every unit will be subject to the rent restrictions established for the Project. Rents shall comply with the federal rent guidelines released by HUD or SHIP annually and provided for in (Exhibit F) for the then-current income rent limits.
- 8.5 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.
- 8.6 All of the units in a residential building of the Project shall be affordable for no less than a minimum period of thirty (30) years from the date of the last certificate of occupancy is issued with respect to a Project with multiple buildings.
- 8.7 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 Trust Fund units for compliance with Housing Quality Standards and local code requirements on an as needed basis.

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 in addition to monitoring reports on the lower barrier units.

ARTICLE IX

Section 9. Records and Reports

- 9.1 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 twentieth day of each month.
- 9.2 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.
- 9.3 The Owner 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 Owner shall permit any duly authorized representative of Orange County to inspect the books and records upon reasonable notice.
- 9.4 The Owner shall furnish to the County's Housing and Community Development Division and NLP a copy of the Annual Owner's Certificate of Housing Credit Program Compliance Form AOC-1, Program Report Summary Form PR-1, Recap of Tenant Income Certification Form AR-1 submitted to the FHFC, and monitoring report on lower barrier units (Exhibit I). Copies shall be submitted on annual basis subsequent to the issuance of the first certificate of occupancy for the Project.
- 9.5 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 10. Monitoring

- 10.1 The Owner shall cooperate with the County's Housing and Community Development Division and NLP, or any of its agents 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 during the construction period and other performance goals are being achieved during the Affordability Period. The Owner shall notify Orange County when the Project's Certificate of Occupancy is issued as part of the

Project's monitoring.

ARTICLE XI

Section 11. Compliance with Applicable Laws and Other Conditions

- 11.1 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.
- 11.2 The Owner shall provide a drug-free workplace. The Owner shall comply with the Drug-Free Workplace Act of 1988.
- 11.3 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.
- 11.4 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 12. Additional Owner Covenants

- 12.1 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.
- 12.2 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.

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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 Project Loan Note, as NLP or Orange County may reasonably require.
- 12.7 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.

- 12.8 The Owner shall not assign this Agreement or any interest therein, and any such assignment shall be void and of no effect.
- 12.9 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.
- 12.10 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.
- 12.11 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 13. Default

- 13.1 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.

- A. Prior to Project completion, 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.
- B. 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.
- C. 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.

- D. 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.
- 13.2 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.
 - 13.3 If an Event of Default occurs (other than a payment default) and the Owner is diligently attempting to cure the same but such cure cannot be made within the initial cure period, and if the County's collateral or lien securing the Project Loan will not be adversely and materially impaired as determined by the County in its reasonable discretion, the Owner shall have an additional sixty (60) days beyond any initial cure period to cure such Event of Default or default.
 - 13.4 The County agrees to provide written notice of any default or Event of Default under this Agreement to the Owner's limited partners who have delivered written notice to the County requesting to be notified of any Event of Default or default under this Agreement. The Owner's limited partner(s) shall be permitted, but not obligated, to cure any such Event of Default or default on behalf of the Owner within the time periods set forth in the Article XIII.

ARTICLE XIV

Section 14. Default Remedies of NLP and the County

- 14.1 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:
 - A. Terminate this Agreement.
 - B. Commence an appropriate legal or equitable action to enforce the Owner's performance under this Agreement.
 - C. 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.

- D. 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.
- E. 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.
- F. Exercise any other options allowed by law for NLP or the County to protect their interests.

14.2 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.

14.3 Except for residential leases and other easements or leases required in connection with the development and operation of the Property as an apartment project, the Owner 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 15. General Terms

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

15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Whenever the singular or plural number, masculine or feminine or neutral gender is used herein, it shall equally include the others and shall apply jointly and severally.
- 15.8 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.

- 15.9 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: Southwick Commons, Ltd.
1105 Kensington Park Dr.
Suite 200
Altamonte Springs, FL 32714
Attn: Jonathan L. Wolf

With a copy to:

NEF Assignment Corporation

10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel

Email: projectnotices@nefinc.org with subject line of SMT#_____

As to NLP: Neighborhood Lending Partners of
#12173.19|1233212v4

Florida, Inc.
3615 West Spruce Street
Tampa, FL 33607

- 15.10 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.
- 15.11 This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.
- 15.12 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.
- 15.13 Any and all references to "days" shall mean "business days," meaning that NLP is open for business during regular business hours.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners



BY: B. L. Demings
for Jerry L. Demings
Orange County Mayor

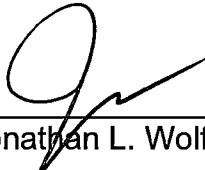
Date: 5 March 2024

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

BY: Jennifer Jane Klimt
for Deputy Clerk

(REMAINING SIGNATURE ON THE FOLLOWING PAGE)

**Southwick Commons, LTD.
A Florida Limited Partnership**

BY: 
Jonathan L. Wolf, Manager

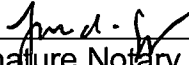
DATE: 02/20/24

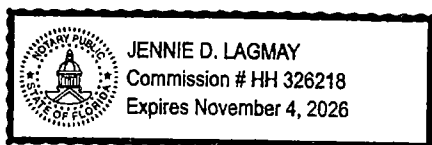
NOTARY:

STATE OF: Florida)
COUNTY OF: Seminole)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 20th day of February, 2024, by Jonathan L. Wolf, Manager of Southwick Commons GP, LLC, a Florida limited liability company and the general partner of Southwick Commons, LTD., a Florida limited partnership, on behalf of the limited liability company and limited partnership. Said person 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: [Signature]
Debra Reyes, CEO/President

DATE: 2/21/2024

NOTARY:

STATE OF: FLORIDA
COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 21ST day of FEBRUARY, 2024, by Debra Reyes, CEO/President of Neighborhood Lending Partners of Florida, Inc.

- Personally Known
- Produced Identification. ID Type: _____

[Signature]

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:

PID: 15-21-28-0000-00-001

ADDRESS: 461 E 7th St., Apopka, FL 32703

12.961 acres +/-

BEG SE COR OF SW 1/4 OF SEC 10-21-28 TH S 531.25 FT TH W 252.04 FT TO THE ELY R/W OF ALABAMA AVE TH N01-46-38W 111.31 FT ALONG SAID R/W TH N 420.41 FT TH N89-54-29W 3.51 FT TH N00-13-28E 21.67 FT TH S89-10-03E 90.22 FT TH N00-12-03E 120.69 FT N89-35-35W 89.22 FT TO E R/W LINE OF ALABAMA AVE TH N00-13-26E 294.46 FT TH S89-43-12E 252.57 FT TH N00-30-00W 21.42 FT TH N90E 147 FT S00-30-00E 13.74 FT TH 90E 299.39 FT TH S 442.99 FT TH N90W 442.53 FT TO POB

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 contract with 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)
<i>The following are additional insureds under the Professional Liability section of this policy (already Included under the GL by form #86571).</i>
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 OP SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING 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

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 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 F
RENT LIMITS

The schedule below is to be used in establishing maximum unit rents. These figures represent MAXIMUM gross rents, which includes utilities. The schedule also provides an example for calculating maximum rents at 60 percent AMI, and the set aside unit rents at 30 percent, 50 percent, 70 percent and 80 percent maximum rent.

Example: Orlando 2023 MSA
30, 50, 60, 70 and 80 Percent AMI Rent Limit

Number of Bedroom(s)	Rent (\$)				
	30% AMI	50% AMI	60%AMI	70% AMI	80% AMI
1	494	823	988	1,153	1,318
2	593	988	1,186	1,384	1,582
3	685	1,141	1,370	1,598	1,827
4	764	1,273	1,528	1,783	2,038

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.

EXHIBIT G

GREEN BUILDING REQUIREMENTS

The following Green Building Features shall be included in the construction of the Project:

1. Landscaping
 - Install tree protection and signage around all trees to remain during and after construction.
 - Install an approved Florida Friendly drought tolerant landscape design.
 - Ensure that all plants and trees are planted at least 24 inches from the structure.
 - Limit turf grass to 50% of softscape area. Ensure the turf species is drought tolerant and requires minimal watering.
 - Plant a minimum of one canopy tree to the south of the structure.
2. Durability-Outdoor
 - Install electrical entrance cables underground.
 - Install gutters, deflectors, and splash blocks as needed to adequately move water away from the structure.
 - Soil shall be graded to slope away from the structure.
3. Durability – Indoor
 - No carpet within bathrooms, kitchens, or within 4 ft. of entranceways.
 - Windows shall be double glazed insulated, ENERGY STAR rated, or low-e.
4. Indoor Air Quality
 - Use low VOC interior products such as paint and coating, adhesives and sealants, finishing products, and fabrics. See SCAQMD for allowable VOC Content.
 - Contaminate controls: provide daily clean-up of all projects (broom clean); protect all absorptive materials stored on-site; seal all duct work and ventilation during the entire project; provide walk off mats at entryways during the entire construction process; provide contaminate walk off design into concrete entrances.
5. HVAC
 - Air-Source Heat Pumps – Energy Star certified:
 - ≥ 8.5 HSPF/ ≥ 15 SEER/ ≥ 12.5 EER for split systems
 - ≥ 8.2 HSPF ≥ 15 SEER/ ≥ 12 EER for single package equipment including gas/electric package units
 - Central Air Conditioners – Energy Star certified:
 - ≥ 8.5 HSPF/ ≥ 15 SEER/ ≥ 12.5 EER for split systems.
 - ≥ 8.2 HSPF ≥ 15 SEER/ ≥ 12 EER for single package equipment including gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units.
6. Water
 - Use EPA WaterSense® labeled fixtures, faucets, and showerheads with the following specifications:

- Toilets: 1.28 gallons/flush or less.
 - Urinals: 0.5 gallons/flush.
 - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate.
 - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate.
7. Lighting
- All interior/exterior light fixtures shall have industry standard LED lighting.
8. Energy Efficiency
- ENERGY STAR rated refrigerator, dishwasher, ventilation fans in all bathrooms and kitchens.
 - Water heater minimum efficiency specifications: Up to 55 gallons = 0.95 EF or 0.92 UEF.

EXHIBIT H

Tenant Selection Criteria Requirements for Lower Barrier Units

The following criteria will provide standards for the property manager of the Project in evaluating all prospective residents for the Project's Low Barrier Unit Requirements.

The Project's will set-aside 29 Extremely Low Income (ELI) units for eligible households.

Southwick Commons will not charge application fees for ELI applicants. To assist applicants overcome barriers such as; having extremely low income, poor rental history, past evictions, bad or poor credit history, and/or criminal history. Southwick Commons will evaluate each application on a case-by-case basis, taking into consideration the viability of the property and safety of the entire residential community. All applicants, including ELI applicants, residing in Southwick Commons must be able to maintain their housing unit in accordance with management's and local health standards, with or without assistance.

Management will notify applicants in writing and a reason of the rejection within 5 business days of the decision. Applicants will be informed of their option to appeal the decision. Applicants may be rejected for any of the following:

- a. Falsification of any information on the application;
- b. Household size that does not conform to the stated minimum and maximum sizes;
- c. Income exceeding the area median income based upon income limits established at the property;
- d. Anyone in the applicant's household being subject to lifetime registration requirements under any state sex offender program;
- e. Any prior conviction of violent or drug felonies; and/or any other extenuating circumstance that may disqualify the resident via state or federal regulations.

EXHIBIT I

LOWER BARRIER MONITORING REPORT

In compliance with the annual monitoring as required in Article X, the Owner shall furnish to the County's Housing and Community Development Division the records and reports as required in Article IX and a copy of the Project's Recap of Tenant Income Certification Form AR-1 with ELI and Low Barrier Units clearly identified.

Additionally, as part of the monitoring of the Project's Lower Barrier Units, the Owner shall retain all rejected tenant applications and provide the county access to review them on an annual basis. The County may request a random sample of such records to determine that the Owner is complying with the Tenant Selection Criteria Requirements for Lower Barrier Units provided in Exhibit H. In order to protect the applicant's privacy, the Owner may redact personal information such as social security numbers or financially sensitive information from the applicant files prior to the County's monitoring.

EXHIBIT J
Coronavirus State and Local Funds Addendum
Southwick Commons, LTD
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046C

This Coronavirus State and Local Funds Addendum (“**Addendum**”) is by and between **ORANGE COUNTY, FLORIDA** (the “**County**”) and **SOUTHWICK COMMONS, LTD** (“**Southwick Commons**”) and **NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.** (“**NLP**”) (each a “**Contractor**” and collectively the “**Contractors**”). The parties may be individually referred to in this Addendum as the “**party**” or collectively as the “**parties.**” This Addendum forms an integral part of Contract No. Y21-1046C entered into by the parties (the “**Contract**”).

RECITALS

WHEREAS, County has received, as a Recipient (as later defined herein), a payment from the Coronavirus Local Fiscal Recovery Fund (“**Local Fiscal Recovery Fund**” or “**Fund(s)**”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“**ARPA**”); and

WHEREAS, County intends to pay, in part or in whole, for the cost of the Contract using monies received from the Fund; and

WHEREAS, in accepting such Funds, County agreed to comply with the Fund’s Award Terms and Conditions, a copy of which is attached to this Addendum as “**Exhibit A**” and hereinafter referred to as the “**Award Terms**”; and

WHEREAS, the Award Terms require the County to comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms applicable to the Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Funds (collectively, the “**Regulatory Requirements**”); and

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Funds; and

WHEREAS, County shall not enter into the Contract or make any distributions of funds to Contractors using monies from the Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractors and County do mutually agree as follows:

AGREEMENTS

Section 1. Definitions. Unless otherwise defined in this Addendum, capitalized terms used in

EXHIBIT J
Coronavirus State and Local Funds Addendum
Southwick Commons, LTD
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046C

this Addendum shall have the meanings ascribed thereto in this Section 1.

- A. “**ARPA**” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
- B. “**Administering Agency**” shall have the meaning specified in 41 C.F.R. § 60-1.3.
- C. “**Contract**” shall mean Contract No. Y21-1046C, which is the legal instrument by which County, as a Recipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- D. “**Contractor**” shall mean the entity named as “**Contractor**” in this Addendum that has received a Contract from County.
- E. “**Government**” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- F. “**Recipient**” shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- G. “**Subcontract**” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- H. “**Subcontractor**” shall mean an entity that receives a Subcontract.
- I. “**Subrecipient**” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. “**Tier**” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

Section 2. Period of Performance. All Funds must be expended in accordance with the Contract, but no later than December 31, 2026.

Section 3. Compliance with Applicable Law and Regulations. Contractor hereby agrees to comply with the applicable requirements of section 602 of the Social Security Act (“**Act**”), the regulations adopted by the Treasury pursuant to section 602(f) of the Act, and guidance issued by the Treasury regarding the foregoing including, but not limited to, the Regulatory Requirements. Contractor also agrees to comply with all other applicable federal statutes, regulations, executive

EXHIBIT J
Coronavirus State and Local Funds Addendum
Southwick Commons, LTD
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046C

orders, and Award Terms including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.

Section 4. Debarment and Suspension.

- A. Due to its receipt of Funds, County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section 4(A) above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) County shall not make any payments of Federal financial assistance to Contractor, and (3) County shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by County and all liability arising from an erroneous representation shall be borne solely by Contractor.
- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 5. Byrd Anti-Lobbying Amendment.

- A. Contractor certifies to County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

EXHIBIT J
Coronavirus State and Local Funds Addendum
Southwick Commons, LTD
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046C

Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the County who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of Section 8(A) to be included in all Subcontracts. This certification is a material representation of fact upon which County has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with County the “**Certification Regarding Lobbying**” attached to this Addendum as “**Exhibit B.**”
- C. Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding \$100,000 to file with their Tier above it the the “**Certification Regarding Lobbying**” attached to this Addendum as “**Exhibit B.**”

Section 6. Access to Records.

- A. Contractor agrees to provide County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. Contractor agrees to retain all records covered by this Section 5 through December 31, 2031.

Section 7. Conflicts of Interest; Gifts & Favors.

- A. Contractor understands that (1) County will use Funds to pay for the cost of this Contract, and (2) the expenditure of Funds is governed by the the County’s conflict of interest policies, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and Florida law.
- B. Contractor certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of County involved in the selection, award, or administration of this Contract (each, a “**Covered Individual**”), nor any member of a Covered Individual’s immediate family, nor a Covered Individual’s partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit

EXHIBIT J
Coronavirus State and Local Funds Addendum
Southwick Commons, LTD
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046C

from Contractor. Should Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

- C. Contractor certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of County. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

Section 8. Assurances of Compliance with Title VI of the Civil Rights Act of 1964.

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Section 9. Other Non-Discrimination Statutes. Contractor acknowledges that County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Funds:

- A. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- C. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- D. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

EXHIBIT J
Coronavirus State and Local Funds Addendum
Southwick Commons, LTD
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046C

Section 10. Miscellaneous.

- A. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

- B. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

Section 11. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

[Remainder of Page Intentionally Left Blank]

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

Exhibit A (CSLFRF Addendum)
Award Terms and Conditions

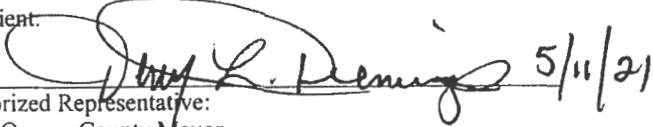
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Orange County Government 201 South Rosalind Avenue Orlando, Florida 32801-3527	DUNS Number: 064797251 Taxpayer Identification Number: 596000773 Assistance Listing Number and Title: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:


Authorized Representative:
Title: Orange County Mayor
Date signed:

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Exhibit A (CSLFRF Addendum)
Award Terms and Conditions
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Exhibit A (CSLFRF Addendum)

Award Terms and Conditions

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

Exhibit A (CSLFRF Addendum)

Award Terms and Conditions

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

Exhibit A (CSLFRF Addendum)
Award Terms and Conditions

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

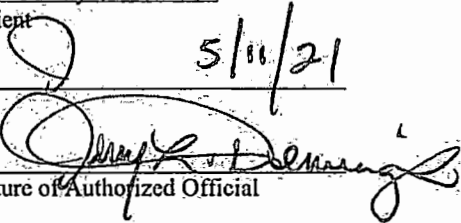
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Orange County Government

Recipient

Date

Signature of Authorized Official


5/11/21

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Exhibit B (CSLFRF Addendum)
Certification Regarding Lobbying**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date