



Interoffice Memorandum

January 30, 2017

AGENDA ITEM

TO: Mayor Teresa Jacobs
–AND–
Board of County Commissioners

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

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

SUBJECT: February 21, 2017 – Discussion Item
New Horizon - Homes In Partnership, Inc.

Homes In Partnership, Inc. (HIP), an experienced non-profit housing developer, has been working in partnership with Orange County to develop an affordable, single-family subdivision known as New Horizon. The subdivision is to be constructed in South Apopka on 13th Street and Washington Avenue. The site is approximately 12 acres and was previously the home of Hawthorne Village Apartments, an 84-unit farmworker housing complex, which was demolished in 2006. HIP owns the site and has approved subdivision and construction plans. Two other non-profits, Habitat for Humanity of Greater Orlando Area, Inc., and Habitat for Humanity of Seminole County and Greater Apopka have joined HIP to create a unique partnership and construct 56 homes for low-income families.

The New Horizons project will be discussed during the February 21, 2017, Board meeting. Staff will also request approval of the agreement between Homes In Partnership and Orange County to utilize \$724,000 of INVEST funds for construction activities related to site development. This agreement has been reviewed by the County Attorney's Office.

A file labeled "BCC Agenda Backup" and all supporting documentation are in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

ACTION REQUESTED: Approval and execution of Agreement between Orange County, Florida and Homes In Partnership, Inc., Regarding Affordable Housing to utilize INVEST funds in the amount of \$724,000. District 2

JVW:MG
Attachments

BCC Mtg. Date: February 21, 2017

**AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND
HOMES IN PARTNERSHIP, INC.,
REGARDING AFFORDABLE HOUSING**

THIS AGREEMENT is entered into by ORANGE COUNTY, FLORIDA, a charter County and political subdivision of the State of Florida, (the "County"), and Homes In Partnership, Inc., a Florida not for profit corporation ("HIP").

RECITALS

WHEREAS, the County has allocated funds to assist entities in the development of affordable housing; and

WHEREAS, the Orange County Housing and Community Development Division (the "Division") has been designated by the County for the receipt and use of INVEST funds ("INVEST") for affordable housing; and

WHEREAS, HIP, Hawthorne Village Corporation of Apopka, a subsidiary of HIP, ("HVCA") and the County entered into that certain Affordable Housing Funding Agreement on December 16, 2008 (the "Original Agreement"); and

WHEREAS, HIP, HVCA and the County entered into an Amended and Restated Affordable Housing Funding Agreement on October 22, 2013 in order to extend the terms of the Original Agreement due to the difficulties caused by the downturn in the economy; and

WHEREAS, the County and HIP desire to continue with the development of a certain tract of property located in South Apopka more specifically described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property") for the construction of an affordable housing subdivision called New Horizons; and

WHEREAS, HIP desires to act as the developer of New Horizons on the Property, and complete the site development work required to have 56 buildable lots (such development work is hereinafter referred to as the "Project"); and

WHEREAS, HIP is requesting seven hundred twenty four thousand dollars (\$724,000) in INVEST funds for the Project; and

WHEREAS, HIP has agreed to sell the developed lots in New Horizons to Habitat for Humanity of Greater Orlando Area, Inc., and Habitat for Humanity of Seminole County and Greater Apopka (individually "Habitat" and collectively, "Habitats"); and

WHEREAS, HIP has agreed to sell the developed lots to Habitats at a sales price that will give HIP sufficient proceeds to recoup HIP's investment in land acquisition, engineering and permitting cost; and

WHEREAS, Habitats will construct and sell a total of 56 affordable, single-family homes for low and very low-income families; and

WHEREAS, HIP will enter into a Contract for Sale with each Habitat for an agreed amount of lots on the Property; and

WHEREAS, HIP is an experienced non-profit affordable housing provider for over 30 years and has constructed thousands of affordable single-family homes for low income households in Central Florida; and

WHEREAS, the County acknowledges the importance of affordable housing as a valid public purpose and has agreed to assist HIP with the development of New Horizons as an affordable housing project; and

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated herein as a part of this Agreement and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following definitions shall be applicable throughout, except in those instances where the context requires otherwise.

- A. "Very Low Income Person or Household" shall mean a person or household whose income does not exceed 50% of the Orlando Metropolitan Statistical Area ("MSA") median income adjusted for family size, published annually by the Department of Housing and Urban Development ("HUD") and distributed by Florida Housing Finance Corporation ("FHFC").
- B. "Low Income Person or Household" shall mean a person or household whose income does not exceed sixty percent (60%) of the MSA adjusted for family size published annually by HUD and distributed by the FHFC.
- C. "Project Completion" shall mean completion of all necessary work on the Property including completion of the Improvements to the satisfaction of the County and the issuance of a certificate of completion by the County for the Project.

2. Description of the Project

- A. HIP shall develop preliminary and final construction plans, drawings and specifications for site development of the Property. The Plans and specifications

shall be prepared by architects, engineers and other professionals licensed to practice in the State of Florida. All plans and specifications shall be permitted by appropriate government jurisdictions.

- B. HIP shall subdivide the property into fifty-six (56) developed lots. HIP shall act as the developer of the Project and shall complete all site development construction to include installment of subdivision improvements. HIP shall obtain development approvals, cause to be recorded a subdivision plat for 56 single family homes, perform site work, install all necessary drainage, roadways and extend utilities (including water, sewer and electricity) to each platted lot line.
- C. HIP shall obtain all necessary government permits and approvals and shall cause construction of Improvements as defined in this section to begin no later than six (6) months after the date of execution of this Agreement.
- D. "Improvements" shall mean at a minimum but shall not be limited to:
 - 1. Submission and approval of Subdivision Plan and drainage plan;
 - 2. Construction plan approval;
 - 3. Demolition of any existing structures;
 - 4. Grading of site;
 - 5. Installation, dedication and approval by governmental agencies of subdivision improvements including site work, drainage, roadways and utilities to each of 56 lot lines; and
 - 6. Recordation of a plat which has subdivided the Property into 56 developed lots

3. Payments and Use of Funds

- A. The County has designated from its INVEST Program a total not to exceed Seven Hundred Twenty-Four Thousand Dollars (\$724,000) solely for the cost of construction activities related to site development of the Property described in **Exhibit B**. HIP will act as sole developer and adhere to the construction budget outlined in **Exhibit B**. HIP may with written consent of the County's Housing and Community Development Division Manager, modify the Budget Line Items in **Exhibit B**. The County shall have no obligation to make any payment from any source other than INVEST funds.
- B. HIP will request monthly payments based on work completed. HIP shall submit those requests to the manager of Housing and Community Development along with documents supporting the request such as but not limited to:

1. Invoices, documentation supporting completion of work, and AIA documents on actual work completed. AIA documents may be used to support other documents for application and certificate of payment. For final payment, copies of all lien releases from all contractors may be required by the County.
2. Requests for payment along with supporting documentation shall be submitted to Housing and Community Development Manager, 525 E. South Street, Orlando, FL 32801.
3. Upon review and approval of a payment request, the County shall submit a payment request to the Orange County Comptroller's Office ("Comptroller") for processing.
4. The County reserves the right to withhold payment or deny a payment request related to the Project that in the event a request is deemed by the County to be insufficiently documented, represent unsatisfactory work or otherwise as a result of HIP's failure to comply with the terms and conditions of this Agreement.
5. HIP shall repay the County any funds paid in error to HIP under the terms of this Agreement. The County reserves the right to reduce future payments due to HIP by the amount owed to the County which is not repaid within ninety (90) days after a County request for repayment.

4. Completion of Improvements

- A. Commencement and Completion. HIP shall obtain all necessary governmental permits and approvals and shall complete the Improvements, as defined in this Agreement, to begin no later than six (6) months after the date of execution of this Agreement 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 Improvements is completed in accordance with the Final Plans on or before September 30, 2017 (the "Completion Date"). The parties agree that no later than the Completion Date, the Property shall be free and clear of all liens or claims for materials, labor, services, or other items provided in the completion of the Improvements, and in full compliance with all building, zoning and other applicable local, state and federal laws, ordinances, rules and regulations. In the event that HIP is unable to complete the Improvements by the established Completion Date, an extension may be requested. Any such request shall be in writing and shall describe in detail the reason for the extension request. All such requests for extension shall be submitted to the Manager of the Housing and Community Development Division no less than (90) days prior to the Completion Date for approval. Approval shall be granted at the sole discretion of the Housing and Community Development Division and such decision shall be final.

- B. Completion of the Improvements shall be evidenced by a final certification by a qualified construction inspector in accordance with the Final Plans. A complete set of the final plans and/or specification standards shall be delivered to the County prior to beginning any work on the Improvements. All material changes in the final plans and/or specification standards, including without limitation, change orders under the Construction Contract, require the prior written approval of the County.
- C. The County and any other agent or representative of the County shall have the right to enter the Property during normal business hours, after reasonable notice to HIP, for the purpose of inspecting the Improvements and construction work. HIP 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.
- D. The County shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all construction issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

5. Sale of Developed Lots

- A. HIP has entered into a "New Horizons Lot Purchase and Development Contract" providing for the sale of a total of thirty-four (34) developed lots on the Property with Habitat for Humanity of Greater Orlando Area, Inc., attached hereto as **Exhibit C**.
- B. HIP has entered into a "New Horizons Development Contract" providing for the sale of a total of twenty-two (22) developed lots on the Property with Habitat for Humanity of Seminole County and Greater Apopka in substantially similar form to the contract attached hereto as **Exhibit D**.
- C. HIP will ensure the lots are free and clear of all liens.

6. Satisfaction of Balloon Mortgage

- A. The County entered into the Original Agreement for the New Horizons project on the Property on December 16, 2008. Pursuant to the Original Agreement, the County provided certain HOPE III funds to HIP in the amount of three hundred ninety five thousand eight hundred thirty nine dollars and seventeen cents (\$395,839.17) to pay off a loan against the Property owed to the United States Department of Agriculture (USDA) under the Farmer's Home Administration Mortgage program.

- B. Pursuant to the Original Agreement, the County placed a Balloon Mortgage, recorded at Book 9966 Page 2466 in the Public Records of Orange County, Florida and Balloon Mortgage Note against the Property to secure its interest in having the Property developed as affordable housing. The Balloon Mortgage Note provides for loan forgiveness once the Project and the Improvements, as described in such Balloon Mortgage and Balloon Mortgage Note are 100 percent completed.
- C. Under this Agreement, HIP's obligations will be 100 percent complete once all the Improvements, as defined herein, have been certified by the County as complete, and a plat subdividing the Property into 56 buildable lots has been recorded.
- D. After the Project Completion and completion of the Improvements by HIP in conformance with the terms of this Agreement, the County authorizes the manager of the Housing and Community Development Division to execute and record a Satisfaction of Mortgage and Mortgage Note for HVCA and HIP against the Property. To the extent the terms of the Original Agreement, the Balloon Mortgage or the Balloon Mortgage Note required application by HIP and HVCA for 56 building permits on the Property, the terms of this Agreement shall prevail. Therefore, HIP shall not be required to apply for building permits prior to obtaining a certificate of completion and satisfaction of Mortgage and Mortgage Note.

7. Insurance

- A. HIP 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 HIP, are not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by HIP under this contract.
- B. HIP 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.
- C. 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.
- D. Required Coverage as stated in this Agreement and the Loan Documents:
 - 1. Workers' Compensation - HIP 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 E**).

2. Commercial General Liability - HIP shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. HIP 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.
 3. Business Automobile Liability - HIP 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 HIP does not own automobiles, HIP 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.
 4. Professional Liability (if applicable) HIP 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.
- E. When a self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of HIP's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis HIP agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract HIP agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve HIP of the obligation to provide replacement coverage.
- F. By entering into this contract, HIP agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit HIP to enter into a pre-loss Agreement to waive subrogation without an endorsement, then HIP agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

- G. HIP 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.
- H. 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.
- I. Prior to commencement of any operations/services provided under this contract HIP shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, HIP shall also provide a Blanket Additional Insured Endorsement (**Exhibit F**) or Specific Additional Insured Endorsement (**Exhibit G**) and a Waiver of Subrogation (**Exhibit H**) or Waiver of Transfer of Rights of Recovery (**Exhibit I**) endorsements for each policy as required above. The certificates shall clearly indicate that HIP 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
Procurement Division
400 E. South Street
Orlando, Florida 32801

- J. If there are any claims for damages attributable to the negligence, errors or omissions of HIP, their contractors, subcontractors, agents or employees while providing the services called for herein, it is understood and agreed HIP 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, HIP shall not be responsible for acts or omissions of the County, its agents or employees which result in bodily injury to persons or property.

8. Records and Reports Additional Covenants

- A. During the site construction for New Horizons subdivision, HIP will provide monthly construction status report covering the progress made. The information provided should be a narrative summary of progress, including the percentages of project completion, selection of contractors, and expenditures.
- B. HIP will comply promptly with all federal, state and local laws, ordinances and regulations relating to the Project, and will obtain and keep in good standing all

necessary licenses, permits and approvals required or desirable for construction and use of the Improvements.

- C. HIP will, upon reasonable demand of the County, correct any structural defect in the Improvements or any material and substantial departure from the Final Plans not approved by the County.
- D. HIP will utilize the County funds solely in conformance with the Budget attached hereto.
- E. HIP shall not assign this Agreement or any interest therein, and any such assignment shall be void and of no effect.
- F. HIP will comply with all applicable safety laws ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- G. During the course of the subdivision process, HIP should be required to comply with all surety requirements of the Orange County Code regarding bonding or letters of credit for the installment, construction and maintenance of all subdivision improvements.

9. Term and Termination

- A. This Agreement shall take effect upon execution by all Parties and shall terminate five (5) years from the date that it was executed by the last party.
- B. The County shall have the right to terminate all approvals, acceptances and financial assistance obligations granted by this Agreement in the event the HIP is debarred or suspended from participation in any federal, state or local program. The County shall have the right to terminate all approvals, obligations and acceptances granted by this Agreement in the event the HIP fails to comply with any of the terms and conditions of this Agreement. In addition to any other remedies contained herein, in the event of a breach of a covenant or a condition of this Agreement, the County may avail itself of any remedy available at law or in equity.
- C. The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hours prior notice to HIP. Cause shall include, but not to be limited to the following:
 - 1. Failure to comply with the requirements of the terms and conditions of this Agreement;
 - 2. Inability to perform under this Agreement for any reason including unavailability of funds to finance all or part of the project, or

3. Violation of conflict or nondiscriminatory provisions of this Agreement.
- D. HIP shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause. Waiver by the County of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other provisions or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

After receipt of a notice of termination and except as otherwise directed, HIP shall:

1. Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 2. Place no further orders of subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they may relate to the performance of the work that was terminated;
 4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 5. Take any other actions directed in writing by the County.
- E. Upon termination of the agreement, HIP must transfer to the County any funds on hand at the time of termination and any accounts receivable attributable to the use of County funds.

10. Disclaimer of Third Party Beneficiaries

If prior to any undertaking by HIP to perform this Agreement, the County fails to process payment to as set forth in this Agreement, or otherwise terminates this Agreement prior to payment, then HIP shall be relieved of all further obligations hereunder.

11. Assignment

The County shall have the right to assign or transfer this Agreement in whole or in part to any properly authorized commission, authority, or other public agency empowered by law to serve the unincorporated area of Orange County. HIP shall not assign, sell, bargain, convey or transfer its interest in this Agreement without the prior written consent of the County, which shall not be unreasonably

withheld. If HIP is unable to complete the construction of Improvements in the Project, HIP may, with written prior approval from the County, convey any undeveloped tracts or lots to be developed to another developer or builder providing that the builder complies with the provisions of this Agreement.

12. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement. If the rights and obligations of the Parties contained herein are not materially prejudiced and if the intention of the Parties can continue to be effected, this Agreement is declared severable.

13. Entire Agreement and Modification

This instrument constitutes the entire agreement between the Parties for the Project and supersedes all previous discussions, understandings and agreements as the administration of the Project. No amendment or modification of this Agreement shall be valid unless in writing and executed by the legally authorized representatives of the Parties.

14. Indemnification

To the fullest extent permitted by law, HIP shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of HIP or their contractors or subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

15. Notices

Any notices shall be given by certified mail, return receipt requested, or in person with proof of delivery. Notices shall be submitted to:

Homes In Partnership, Inc.
Attention: Executive Director
235 East 5th Street
P.O. Box 761
Apopka, Florida 32703

Orange County Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32801

With a copy to:

Orange County Administrator
P.O. Box 1393
201 S. Rosalind Avenue
Orlando, Florida 32802-1393

The Parties may subsequently change address by providing written notice of the change in address to the other parties in accordance with this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date: _____

2.21.17

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

BY: _____

Craig A. Stapp
fol Deputy Clerk



HOMES IN PARTNERSHIP, INC.

By: Toby Best
Toby Best, Executive Director

ATTEST:
By: Crystal Vines
Crystal Vines, Director of Program Operations

WITNESS:

BY: Romualdo Gal
TITLE: Housing Manager
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19TH day of JANUARY, 2017 by Toby Best, Executive Director of Homes In Partnership, Inc., a Florida non-profit corporation on behalf of the corporation. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19TH day of JANUARY, 2017.

Delma Herrera
Notary Public
My Commission Expires: 9/28/2017

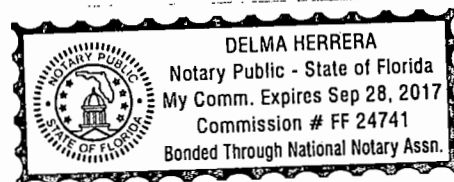


EXHIBIT A

LEGAL DESCRIPTION

Parcel One

Lots 30, 31, 32, 36, 37 and 38, Block "I", Town of Apopka, according to plat thereof, recorded in Plat Book "A", pages 87 and 109, Public Records of Orange County, Florida.

Parcel Two

Lots 2, 3, 4, 5, 6, 7, and 8, Block "A", P.L. Starbird Subdivision, according to the plat thereof, recorded in Plat Book "R", page 100, Public Records of Orange County, Florida.

Parcel Three

Lots 1 through 22, Block "B", P.L. Starbird Subdivision, according to the plat thereof, recorded in Plat Book "R", page 100, Public Records of Orange County, Florida.

Parcel Four

The East 343.5 feet of the West 473.5 feet of the South 204 feet of the North 696 feet of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East.

Parcel Five

The East 126.5 feet of the West 660 feet of the South 234 feet of the North 726 feet of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East.

Parcel Six

Begin 462 feet South of the Northwest corner of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East, run thence East 533.5 feet, thence South 234 feet, thence East 126.5 feet, thence South 60 feet, thence West 630 feet, thence South 102 feet, thence West 30 feet, thence North 396 feet to the Point of Beginning, LESS the East 443.5 feet of the West 473.5 feet of the South 204 feet of the North 696 feet of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East.

Parcel Seven

Begin 492 feet South and 30 feet East of the Northwest corner of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East, run thence East 100 feet, thence South 102 feet, thence West 100 feet, thence North 102 feet to the Point of Beginning

Parcel Eight

Begin 594 feet South and 30 feet East of the Northwest corner of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East, run thence East 100 feet, thence South 102 feet, thence West 100 feet, thence North 102 feet to the Point of Beginning.

Parcel Nine

The East 126.5 feet of the West 660 feet of the South 30 feet of the North 492 feet of the Southeast $\frac{1}{4}$ of Section 16, Township 21 South, Range 28 East.

**EXHIBIT B
HOMES IN PARTNERSHIP, INC.
PROJECT BUDGET**

Soft Cost	\$ 47,000
Engineering	
Surveying	
Recording	
Plat Fees	

Construction	\$643,000
Site Work	
Utilities	
Roadway	

Contingency	\$ 34,000
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TOTAL BUDGET	\$724,000
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NEW HORIZONS LOT PURCHASE AND DEVELOPMENT CONTRACT
HOMES IN PARTNERSHIP, INC., and
HABITAT FOR HUMANITY OF GREATER ORLANDO, INC.

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**LOT PURCHASE AND DEVELOPMENT CONTRACT
NEW HORIZONS**

THIS LOT PURCHASE AND DEVELOPMENT CONTRACT (this "Contract") is made and entered into by and between the HOMES IN PARTNERSHIP, INC., a Florida not for profit corporation ("Seller"), and HABITAT FOR HUMANITY OF GREATER ORLANDO, INC., a Florida not for profit corporation ("Purchaser"), with the Effective Date of _____, 2016.

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the following real property (all of which is hereinafter referred to as the "Property"):

A. The Lots. Seller is the owner of certain real property located in unincorporated Orange County (the "County"), Florida (the "Land"), as more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, to be developed by Seller into platted single family residential detached lots (each a "Lot" and collectively the "Lots").

B. The Improvements. TOGETHER WITH all improvements of every nature whatsoever owned by Seller and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land or other improvements and owned by Seller (the "Improvements").

C. Easements or Other Interests. TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described (the "Easements"); and

WHEREAS, Seller desires to sell and convey to Purchaser and Purchaser desires to purchase from Seller thirty-four (34) Lots together with all of Seller's right, title and interest in and to the Improvements and the Easements which are a part of or appurtenant to such Lots (all such property collectively referred to as the "Purchaser's Lots") on the terms and subject to the conditions as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sums stated in this Contract, and for other good and valuable consideration in hand paid by Purchaser, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms used in this Contract shall have the following meanings unless the context of this Contract otherwise requires:

"Contract" means this Contract and all written amendments, modifications, and supplements thereto executed by both Purchaser and Seller.

"Closing" means the act of settlement of the purchase and sale of one or more Lots at which title is conveyed from Seller to Purchaser. The parties contemplate that there will be multiple Closings hereunder as set forth on the Takedown Schedule.

"Closing Date" means any date on which a Closing occurs.

"Declaration" means the Declaration of Covenants and Restrictions in such form approved by Purchaser during the Inspection Period in Purchaser's reasonable discretion. In the event Purchaser does not provide written approval of the form of the Declaration prior to the expiration of the Inspection Period, this Contract shall terminate and the parties shall be released from all obligations hereunder except for those which expressly survive such termination. Seller shall record the Declaration at or around the time the subdivision plat for "New Horizons" is recorded in the Public Records of Orange County, Florida.

"Deed" means a special warranty deed conveying good and marketable title to Purchaser pursuant to the Takedown Schedule, subject only to the Permitted Exceptions as provided in Section 3.3.

"Effective Date" means the effective date of this Contract as stated in the preamble hereto.

"Final Closing" means the Closing at which Purchaser shall purchase the Final Closing Lots as set forth on the Takedown Schedule.

"Final Closing Date" means the date specified as set forth on the Takedown Schedule.

"Initial Closing" means the Closing at which Purchaser shall purchase the Initial Lots as set forth on the Takedown Schedule.

"Initial Closing Date" means the actual date that Purchaser Closes its purchase of the Initial Lots as set forth on the Takedown Schedule. In the event the Initial Closing does not occur before the Initial Closing Date, then this Contract will be null and void, Seller shall not have any obligation to sell any Lots to Purchaser.

"Initial Lots" shall consist of the Lots at which Purchaser shall purchase at the Initial Closing as set forth on the Takedown Schedule.

"Inspection Period" means the period of time commencing on the Effective Date and expiring at 11:59 p.m. Eastern Time on the date that is sixty (60) days thereafter.

"Lot Purchase Price" means the price for each of the Purchaser's Lots for each Closing as set forth on the Takedown Schedule and subject to credits, adjustments, and prorations as set forth herein.

"Takedown Schedule" means the sequence, frequency, and number of Purchaser's Lots to be purchased by Purchaser pursuant to this Contract as identified in Schedule 1 attached hereto. Subject to any extensions provided for in this Contract, the Takedown Schedule designates the number of Purchaser's Lots to be acquired on or before specified dates. Purchaser shall have the right to accelerate its purchase of the Purchaser's Lots from time to time in Purchaser's sole discretion. The selection of Lots to be purchased shall be made in Purchaser's sole and absolute discretion; provided, however, that if the Takedown Schedule provides for the grouping of Purchaser's Lots into defined phases of the development, all Lots in each sequential phase of the development shall be purchased prior to the purchase of any Lots in the next sequential phase of the development. Purchaser shall notify Seller in writing at least ten (10) days prior to each scheduled takedown of its choice of the Lots to be purchased at such Closing. If Purchaser acquires more than the number of Lots specified for any such period of time, the excess number of Lots may be applied to satisfy the required number of Lots to be purchased at the next subsequent Closing(s), with the understanding that the minimum number of Lots purchased by Purchaser is to be determined on a cumulative, rather than a periodic, basis.

"Title Commitment" means a written commitment from the Title Company indicating the then current status of title to each Lot, subject only to the standard printed exceptions and to all easements, rights-of-way, liens, restrictions, and other encumbrances which (i) are of record or known to the Title Company, and (ii) affect the subject Lot.

"Title Company" means a qualified title company to be designated by Seller to issue the title policies, which shall be issued by one of the following title underwriters: Old Republic Title or Chicago Title.

"Title Policy" means the owner policy of title insurance to be issued by the Title Company pursuant to the Title Commitment.

ARTICLE II

PURCHASE AND SALE

2.1 Agreement to Purchase and Sale. Purchaser agrees to purchase and accept the Purchaser's Lots pursuant to the Takedown Schedule and Seller hereby agrees to sell and convey the Purchaser's Lots to Purchaser for the consideration, and upon and subject to the terms, provisions, and conditions, set forth in this Contract.

2.2 Purchase Price and Method of Payment. The consideration for the Purchaser's Lots purchased for each Closing shall be the Lot Purchase Price pursuant to Schedule 1. The Lot Purchase Price for each Purchaser's Lot (or such greater or lesser amount as may be necessary to complete the payment of the Lot Purchase Price after credits, adjustments, and prorations) shall be paid to Seller by Purchaser at the time of each Closing hereunder by cash, wire transfer, cashier's check, or other immediately available funds.

2.3 Deposit. No later than fourteen (14) days after the Effective Date, Purchaser shall promptly cause an Earnest Money Deposit in the amount of ONE-HUNDRED AND NO/100

DOLLARS (\$100.00) to be deposited with: **Apple Title, Ltd.** 2752 Dora Avenue, Tavares, FL 32778; Phone: 352-343-1444; Fax: 352-343-2118 ("Closing Agent") as an earnest money deposit (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held by Closing Agent, in escrow, applied as a credit to the Lot Purchase Price of the Final Closing Lots, and otherwise subject to disbursement in accordance with the terms and provisions of this Contract. When Purchaser is entitled to a return of the Earnest Money Deposit hereunder, Seller and Closing Agent shall take such steps as Purchaser shall request to release the Earnest Money Deposit to Purchaser. At the expiration of the Inspection Period, the Earnest Money Deposit shall become non-refundable except in the event of Seller's default or a failure of a condition precedent to Purchaser's obligation to close.

ARTICLE III

TITLE AND SURVEY; INSPECTION PERIOD

3.1 **Title Commitment.** Within thirty (30) days of Closing, the Seller shall deliver to Purchaser the Title Commitment issued through the Title Company and setting forth the state of title to the Property, and all exceptions to coverage which would appear in the Title Policy, together with copies of all instruments identified in the Title Commitment as exceptions to title. If after receipt of the Title Commitment, together with copies of the instruments referred to therein as exceptions, Purchaser determines that any matter disclosed by the Title Commitment which has not previously been approved by Purchaser (or deemed approved by Purchaser failing to timely make objection thereto) causes the Property to be non-marketable, Purchaser shall so notify Seller in writing specifying such objectionable matters on or before five days after the date Purchaser actually receives a copy of such Title Commitment. Seller shall have a period of ten (10) days following the receipt of such notice from Purchaser to cure such defect (provided that, Seller shall not be obligated to cure any such title defect), and, in the event the defect is cured, the date of all subsequent Closing(s) set forth in the Takedown Schedule will be extended for a period of time equal to the period of time, if any, such original Closing was delayed). If (i) Seller is unable or unwilling to cure such defects within the ten (10)-day period or (ii) Seller gives written notice to Purchaser that it is unwilling or unable to cure Purchaser's objection, Purchaser may, as Purchaser's sole and exclusive remedies, either (a) terminate this Contract within five (5) days after expiration of such ten (10)-day period or receipt of Seller's notice to Purchaser (as the case may be) as to the Purchaser's Lots that Purchaser has not acquired through a Closing (in which case neither party shall have any further obligations hereunder except as otherwise provided herein), (b) maintain this Contract in effect with the obligation to purchase such Purchaser's Lots at the subsequent Closing(s) subject to such defects not cured by Seller which will be included in the definition of Permitted Exceptions and with a mutually acceptable reduction in the Lot Purchase Price, or (c) maintain this Contract in effect and remove any Purchaser's Lots, which, in Purchaser's sole and absolute discretion, have uncured or unacceptable defects. If Purchaser fails to notify Seller of such election within the prescribed five (5)-day period, Purchaser shall be deemed to have selected alternative (b) with the effect that Purchaser has waived its right to terminate this Contract. Notwithstanding any provision hereof to the contrary, Seller shall be responsible for (and cure) all liens, security interests, or similar encumbrances securing indebtedness imposed on the Property by Seller, all mechanics and materialmen's liens encumbering the Property (unless such matters result from the actions of (a) Purchaser, (b) Purchaser's employees, agents, or representatives or (c) Purchaser's contractors

and/or subcontractors), all liens for taxes and other unpaid assessments which are due and payable as of the applicable Closing (subject to the applicable proration provision contained herein) and all other liens related to Seller's development of the Property (collectively, the "Liens") and cause all such Liens and encumbrances to be released and terminated of record as of the Closing of the particular Purchaser's Lots, and it shall not be necessary for Purchaser to make formal objection to the existence of any such Liens.

3.2 Additional Permitted Exceptions. In addition to the Permitted Exceptions as provided in Section 3.3 hereof, the following Permitted Exceptions shall not be considered defects in or objections to title:

- A. The Declaration; and
- B. The matters to which the Deed is to be subject as provided in Section 3.3 below;

3.3 Title to be Conveyed. At each Closing, Seller shall convey to Purchaser by the Deed good and marketable title in fee simple to the Purchaser's Lots then being purchased, free and clear of any and all liens, encumbrances, conditions, assessments and easements, except the following, which are referred to herein as the "Permitted Exceptions" and are hereby approved by Purchaser:

- A. Real estate taxes for the year of such Closing and subsequent years not yet due and payable;
- B. Those easements, dedications, and rights-of-way shown on the recorded subdivision plat for "New Horizons" or otherwise approved in writing by Purchaser (provided Purchaser shall not unreasonably withhold or delay its approval of any utility easement that does not materially, adversely affect the value of the Purchaser's Lots);
- C. The Declaration then recorded and in effect;
- D. All matters shown on the recorded subdivision plat for "New Horizons";
- E. All matters shown for which could be disclosed in an accurate survey of the Purchaser's Lots then being conveyed; and
- F. Other matters indicated by the Title Commitment to which Purchaser does not object or has waived as provided in Section 3.1 hereof.

3.4 Title Policy; Survey. Seller shall cause the Title Company to issue the Title Policy for the Purchaser's Lots to be acquired at each Closing. If the Seller is unable to deliver good and marketable title to any of the Purchaser's Lots to Purchaser, subject only to the Permitted Exceptions and Seller is therefore unable to cause the Title Company to issue the Title Policy set forth herein, Purchaser may terminate this Contract as to such Lots and shall have no obligation to purchase such Lot. If a survey of any of Purchaser's Lots is required by Title Company as a condition to issuance of the Title Policy, Purchaser shall obtain such survey at Purchaser's expense. The Title Policy which will be issued by the Title Company, will be in the

amount of the total Lot Purchase Price with respect to the Lots covered and will insure Purchaser's fee simple title to the Lots then being purchased subject to no exceptions other than the liens and exceptions created by Purchaser and the Permitted Exceptions. To the extent the Title Company requires an affidavit from Seller to delete any of the standard printed exceptions contained in the Title Policy, Seller shall execute the same at each Closing. The deletion of standard exceptions or the issuance of additional endorsements (at Purchaser's cost and expense) must be made known to the Title Company and Closing Agent no less than five (5) days prior to Closing.

3.5 Repurchase Rights. (Intentionally Omitted).

3.6 Inspection Period. During the Inspection Period Purchaser shall have the right to (and to cause one or more engineers or other representatives of Purchaser to) physically inspect and otherwise investigate the Property or any portion thereof including surveys, soil borings, percolation tests, engineering and environmental studies and other test, studies, and examinations as Purchaser considers useful for Purchaser and its consultants to review and evaluate the physical characteristics of the Property, the development potential of the Property, the feasibility of the construction and sale of homes on Purchaser's Lots, and to perform certain work or inspections in connection with such evaluation by Purchaser. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be solely Purchaser's expense. Seller shall cooperate with Purchaser in all reasonable respects in making such inspections. Purchaser shall notify Seller not less than one (1) business day in advance of making any such inspection. Purchaser agrees to indemnify and hold Seller its successors and assigns, harmless from any and all injuries, losses, liens, claims judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against Seller which result from or arise out of any inspections by Purchaser or its authorized representatives pursuant to this Section. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, and (d) the release or spread of any Hazardous Materials (defined below) or regulated substances which are discovered (but not deposited) on or under the Property by Purchaser. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Contract or the Closing. If Purchaser is not satisfied, in Purchaser's sole and absolute discretion, with the results of the inspections, investigations, and evaluations performed during the above Inspection Period, Purchaser may elect to terminate this Contract as to all or a portion of the Purchaser's Lots by delivering written notice thereof to Seller prior to the expiration of the Inspection Period. Failure of Purchaser to timely elect to terminate this Contract shall be deemed a waiver by Purchaser of its right to do so pursuant to this Section 3.6.

3.7 Construction Plans. The City of Apopka approved that certain New Horizons Single Family Subdivision Construction Plans dated September 16, 2016 with tracking #16-S-080 by Denham Engineering, LLC for the Property (the "Construction Plans"). Seller shall provide Purchaser's Lots to Purchaser in a manner generally consistent with the Construction Plans.

3.8 Seller's Disclosure Material. Within ten (10) days after the Effective Date of this Contract, Seller shall deliver to Purchaser copies of the following information and materials, to the extent under Seller's possession or control and without regard to whether such information and materials are in preliminary or final form: (i) all surveys, maps, and drawings of any Lot or Lots; (ii) all subdivision, master drainage, infrastructure, engineering and other plans of any Lot or Lots; (iii) all plats and preliminary plats of any Lot or Lots; (iv) all permits, development orders, Development of Regional Impact annual reports, development agreements pertaining to any Lot or Lots; (v) all development approvals, proof of entitlements and concurrency and vested rights certificates pertaining to any Lot or Lots; (vi) zoning evidence for all the Lots; (vii) all governmental notices in any manner affecting the Lots; (viii) all title policies and title instruments in Seller's possession pertaining to any portion of the Land or any Lot or Lots; (ix) all environmental, wetlands and endangered species reports or studies pertaining to any Lot or Lots; (x) effective or proposed Association Bylaws, Association Articles of Incorporation, and Architectural Design and Review Manual applicable to any Lot or Lots together with evidence of FHA and VA approval of such documents providing for the eligibility of the Lots for FHA and VA financing; and (xi) all other similar materials relating to the Property which are in Seller's possession or control (collectively with all materials in subsections (i)-(xi) above, the "Seller's Disclosure Material").

After initial delivery by Seller, Seller shall have a continuing duty, within five (5) days of Seller's receipt of any Seller's Disclosure Material to make supplemental deliveries to Purchaser through the date of the final closing of any additional Seller's Disclosure Material, including but not limited to additional information concerning facts materially affecting the value of the Purchaser's Lots, that come into Seller's possession or control.

ARTICLE IV

CLOSING SCHEDULE

Provided that Seller is not in default of this Contract and all terms and conditions of this Contract then due and performable have been fulfilled, the Lot Purchase Price for each of the Purchaser's Lots to be closed shall be paid to Closing Agent, the Deed, and other closing documents reasonably required by either party (including any appropriate and customary affidavits of Seller and any brokers, as applicable, as assurance against the existence of outstanding rights which could form the basis for construction liens, brokers' liens, unrecorded easements or claims of parties in possession, permitting the Title Company to delete the standard exceptions, including the "gap", pursuant to Florida Statutes 627.7841, as amended, and complying with the Foreign Investment in Real Property Tax Act of 1980, as amended) shall be executed, delivered and this Contract shall be closed in accordance with the Takedown Schedule attached hereto as Schedule 1.

Upon receipt by Purchaser of a "marked up" Title Commitment showing title in Purchaser as required by this Contract, the Lot Purchase Price for the Purchaser's Lots closed shall be paid to Seller. Purchaser shall have no right to purchase any Lots which remain unpurchased after the Final Closing Date and Seller shall have the right to sell any such unpurchased Lots to third parties.

ARTICLE V

CONDITIONS TO CLOSING

5.1 Purchaser's Obligations. In addition to the performance by Seller hereunder, the obligation of Purchaser to close the sale and purchase of any of the Purchaser's Lots shall be and hereby is expressly conditioned upon the prior occurrence or satisfaction of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to Closing) as of the Closing Date for such Purchaser's Lots (such conditions, the "Conditions Precedent"):

A. All representations and warranties of Seller set forth herein shall be true, accurate, and complete and not misleading in any material respect and there shall have been no breach or breaches of the same by Seller as of the Effective Date and at the time of each Closing Date.

B. There shall be no Liens or other encumbrances on the Lots then being acquired by Purchaser other than Permitted Exceptions and all matters shown on the Title Commitment to be discharged at or prior to Closing are discharged by Seller.

C. No less than ten (10) days prior to the Closing Date, Seller has provided Purchaser with written evidence that Seller has obtained a certification of completion or acceptance and all other approvals from the County or other appropriate governmental/regulatory authorities evidencing that all platting and subdivision regulations have been satisfied and all development permits have been granted (and the time for appeal thereof has expired without the filing of an appeal) as are necessary and sufficient for the issuance of a building permit for the construction of all site improvements and single family residence pursuant to the terms herein, and, upon completion of homes, obtain certificates of occupancy.

D. That at the time of each Closing there is no litigation, administrative or condemnation proceeding pending or threatened against or relating to either the Property or Seller which would preclude Purchaser's purchase and Seller's sale of the Purchaser's Lots in the manner and for the purposes specified and contemplated in this Contract.

E. That no part of any Purchaser's Lot shall be located within the 100-year floodplain elevation or in any jurisdictional wetland.

F. That all other obligations of Seller provided in this Contract shall have been fully satisfied or shall have occurred or shall have been waived by Purchaser in writing.

G. That all other conditions precedent expressly set forth elsewhere in this Contract have been satisfied or waived.

If one or more of the foregoing Conditions Precedent shall not have occurred or been satisfied, or expressly waived by Purchaser in writing on or before the Closing Date for any reason whatsoever, then Purchaser shall take title to only such Lots which are acceptable to Purchaser and reduce the Lot Purchase Price by the purchase price of each Lot which Seller is

unable to deliver in satisfaction of the Conditions Precedent unless Purchaser, in Purchaser's sole and absolute discretion, makes a contrary written election under this Section prior to any Closing Date to (i) exercise any of Purchaser's rights and remedies under Seller's Default set forth in Article IX of this Contract, or (ii) accept title to all the Lots scheduled to be closed without reduction of the Lot Purchase Price. The Conditions Precedent shall not be deemed satisfied until at least fifteen (15) days have elapsed since the period for the filing of appeals of any approvals contained therein has run without any filing having occurred.

5.2 Seller's Obligation. In addition to any other obligations enumerated in this Contract, Seller's Obligation is to convey good marketable title to Purchaser's Lots to Purchaser in accordance with Schedule 1 by delivery and recording of the Deed for such Purchaser's Lot(s).

ARTICLE VI

CLOSING PROCEDURES AND EXPENSES

At each Closing, Seller and Purchaser shall have the following obligations:

A. Seller shall deliver to Purchaser a duly executed and acknowledged a Deed conveying to Purchaser the Purchaser's Lots being purchased, and such further instruments as may be reasonably required by Purchaser or the Title Company with respect to the Purchaser's Lots being purchased as provided herein, at Seller's expense.

B. Purchaser shall pay to Seller the total Lot Purchase Price for the Purchaser's Lots then being purchased and deliver to the Title Company such further instruments as may be reasonably required by Seller or the Title Company to consummate the purchase of such Purchaser's Lots.

C. All ad valorem real and personal property taxes shall be prorated as of the date Seller surrenders possession of the Purchaser's Lots to Purchaser (except that Purchaser shall be solely responsible for any increase in such taxes due to Purchaser's construction of a home on the Lots). If, however, the amount of such taxes for the year in which possession is surrendered cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes, if any, shall be used as an estimate and tax prorations based on such estimate shall, at the request of either party made in writing by July 31st of the year following the year of closing, be readjusted between the parties when the actual tax bills for the year of closing are received.

D. Seller shall deliver to Purchaser in accordance with Section 1445 of the Internal Revenue Code and regulations promulgated thereunder an affidavit by the Seller stating, under penalty of perjury, the Seller's United States taxpayer identification number and that the Seller is not a foreign person as defined by I.R.C. 1445(f)(3) (such affidavit shall be delivered only at the time of the Initial Closing).

E. Complete and sole possession of the Purchaser's Lots being purchased will be delivered to Purchaser subject only to the Permitted Exceptions.

F. Seller shall pay the cost of the basic premium for the Owner's Title Policy and Purchaser shall pay any additional premiums for any endorsements requested by Purchaser (to the extent the Title Company agrees to provide such endorsements). All other costs and expenses related to the Closing and not otherwise allocated herein shall be paid by Seller and Purchaser as is customary in Orange County, Florida, in the purchase and sale of property similar to the Lots.

G. Seller shall pay all of Seller's attorney's fees, all impact fees (except Purchaser shall pay any impact fees owed in connection with the issuance of a building permit), closing fee, title commitment / title report, preparation documentary stamp taxes on the Deed, title curative costs, and recording of such Deed. Purchaser shall pay for its attorney's fees, inspection costs, survey, and any closing costs associated with closing any loan in conjunction with purchasing the Purchaser's Lots.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that to Seller's actual knowledge, each of which shall be true as of the Effective Date and as of the Closing of any Lot or Lots:

A. Seller is duly organized and validly existing under the laws of the state of its organization, is duly qualified to do business in the State of Florida, has full right, power and authority to enter into this Contract and, at each Closing, will have the right, power and authority to consummate the transactions contemplated thereby and all required corporate authorization or other action necessary to authorize Seller to enter into and consummate the transactions contemplated herein has been, or upon each applicable Closing will have been, taken and the joinder of no person or entity other than Seller will be necessary to execute and deliver such documents and instruments at each applicable Closing and to perform all obligations of Seller hereunder applicable thereto.

B. All proceedings required to be taken by or on behalf of Seller to authorize it to make, deliver and carry out the terms of this Contract have been duly and properly taken and this Contract is the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

C. Except for the development approvals contemplated herein, no consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority is required in connection with the execution, delivery and performance by Seller of this Contract.

D. Seller has not received any notice of, and, to the best of Seller's knowledge, there are no, violations of any applicable laws or ordinances in connection with the Property.

E. There are no existing or pending contracts of sale, options to purchase or rights of first refusal or first offer with respect to the Purchaser's Lots, or any part thereof, recorded or unrecorded, and there are no tenancies relating to the Purchaser's Lots.

F. Except as otherwise specified herein, there are no management, service, maintenance, or other agreements with respect to or affecting the Purchaser's Lots, recorded or unrecorded, which will survive the closing of such Lots.

G. Neither Seller nor, to the best of Seller's knowledge, any third party, has used, generated, manufactured, stored or disposed in, at, on, under or about the Property or transported to or from the Property any Hazardous Substance (defined below). For purposes of this Contract, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect.

H. Seller is not insolvent and is not in the hands of a receiver nor is an application for the appointment of a receiver pending; Seller has not made an assignment for the benefit of creditors, nor has Seller filed, or had filed against it, any petition in bankruptcy.

I. Except for Owner, if applicable, there are no parties other than Seller in possession of any portion of the Purchaser's Lots or improvements thereon as lessees, tenants, or trespassers.

J. Seller has identified to Purchaser in writing all areas within the Property within any Flood Zone containing an "A" within its designation, any 100-Year Flood Plain or which are environmentally restricted or constitute protected wetlands. Upon completion of the Development Obligations, no portion of any Purchaser's Lot lies or will lie within any Flood Zone containing an "A" within its designation, any 100-Year Flood Plain, or any environmentally restricted or protected wetland.

K. Seller has no knowledge of any fault lines, sink holes, unsuitable soil conditions, or other conditions on or under any Purchaser's Lot that would adversely affect construction, sale or occupancy of homes constructed on such Lot.

Seller's representations and warranties shall survive Closing for one (1) year. As used in this Section 7.1, any and all references to "Seller's actual knowledge" shall mean the actual (not constructive) knowledge of the Executive Director of Seller then serving. It is also expressly agreed and understood that the Executive Director of Seller has no duty imposed or implied to investigate, inspect, or audit any such matters contained in this Section and such individuals are acting solely in their representative capacity for Seller and any liability resulting hereunder based

on the actions of such individuals, including, but not limited to, the breach of any warranty or representation contained herein, shall merely be that of Seller and not such individual. To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue, or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge or deemed knowledge. Purchaser shall be deemed to know a representation or warranty is untrue, inaccurate, or incorrect if this Contract or any files, documents, materials, analyses, studies, tests, or reports delivered to and obtained by Purchaser from Seller prior to Closing contains information which is inconsistent with such representation or warranty.

If it is determined before Closing that Seller has breached its representations and warranties set forth in this section, Purchaser shall have the right to terminate this Contract by giving notice thereof to Seller upon the earlier to occur of the date of the next applicable Closing or within thirty (30) days after Purchaser becomes aware of said breach. In the event that Purchaser fails to so terminate on or before the earlier to occur of the date of the next applicable Closing or expiration of such thirty (30)-day period, Purchaser shall automatically be deemed to have waived any objection to such untrue or inaccurate warranty or representation and no rights or remedies shall ever be available to Purchaser with respect to such breach.

7.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that Purchaser has full right, power and authority to enter into this Contract and, at each Closing, will have the right, power and authority to consummate the transactions contemplated thereby and all required corporate action necessary to authorize Purchaser to enter into and consummate the transaction contemplated herein has been or upon each applicable Closing, will have been taken, and the joinder of no person or entity other than Purchaser will be necessary to execute and deliver such documents and instruments at each applicable Closing and to perform all the obligations of Purchaser hereunder applicable thereto.

7.3 AS-IS, WHERE-IS. EXCEPT FOR THE REPRESENTATIONS BY SELLER EXPRESSLY SET FORTH IN THIS CONTRACT, PURCHASER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INSPECTED AND INVESTIGATED ALL ASPECTS OF THE PROPERTY, THAT IT HAS MADE AND ENTERED INTO THIS AGREEMENT AND WILL CLOSE ANY ACQUISITION OF LOTS BASED UPON SUCH INSPECTION AND INVESTIGATION AND ITS OWN EXAMINATION OF THE CONDITION OF THE PROPERTY, AND THAT THE PROPERTY IS SATISFACTORY FOR PURCHASER'S INTENDED USE THEREOF. SELLER IS HEREBY RELEASED FROM ALL RESPONSIBILITY REGARDING THE VALUATION OR CONDITION OF THE PROPERTY, AND PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, SUBJECT ONLY TO THE SPECIFIC WARRANTIES AND TERMS SET FORTH IN THIS CONTRACT;

PURCHASER ACKNOWLEDGES THAT NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND UPON EXECUTION HEREOF, PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE, WHETHER ORAL OR WRITTEN, EXCEPT AS SET FORTH IN THIS AGREEMENT, AND ANY STATEMENT, AGREEMENT, REPRESENTATION OR PROMISE MADE BY ANY SUCH PERSON WHICH IS NOT

CONTAINED IN THIS AGREEMENT SHALL NOT BE VALID OR BINDING UPON SELLER;

THE ONLY REPRESENTATIONS OR WARRANTIES OUTSTANDING WITH RESPECT TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREIN, EITHER EXPRESSED OR IMPLIED, ARE SET FORTH IN THIS CONTRACT.

ARTICLE VIII

BROKERS

Purchaser and Seller each represents and warrants to the other that no real estate brokers or agents have been used or consulted in connection with the this Contract or the purchase and sale of the Lots by it, and that no fees or commissions are owed to any broker or agent as a result of this Contract or the sale of the Lots contemplated hereunder.

ARTICLE IX

SELLER'S DEFAULT

9.1 Default. In the event Seller fails to meet any obligation imposed on Seller pursuant to this Contract and such failure to perform or cure shall continue for ten (10) days following notice in writing from Purchaser, then Purchaser may, as Purchaser's sole and exclusive remedies, (i) whether pre or post-Closing, enforce specific performance of this Contract unless Seller's failure is through no fault of Seller due to circumstances outside of Seller's control and seek monetary damages if specific performance is not an available remedy, (ii) waive such default and continue to close Lots under this Contract with no reduction in Lot Purchase Price (iii) terminate this Contract as to only those Lots not previously acquired by Purchaser which are impacted by Seller's failure, but to continue closing on Lots not impacted by Seller's failure, or (iv) terminate this Contract as to any Lots not previously acquired by Purchaser in which event all parties shall be released from all obligations hereunder except for those which expressly survive such termination.

9.2 Partial Default. (Intentionally Omitted).

ARTICLE X

PURCHASER'S DEFAULT

In the event that Purchaser shall default hereunder and such default shall continue for ten (10) days following notice thereof in writing from Seller, then Seller may, as Seller's sole and exclusive remedies, keep the Earnest Money Deposit and terminate this Contract making it null and void with respect to any Lots not previously acquired by Purchaser hereunder (but shall remain in effect with respect to Lots, if any, acquired by Purchaser hereunder prior to such termination). In the event this Contract is terminated due to Purchaser's default, the Purchaser shall have no right, title, claim or interest in any of the remaining Purchasers Lots identified in Schedule 1, and specifically waives any right to file a an action *in rem* or record *a lis pendens* associated with said Lots.

ARTICLE XI

ADDITIONAL COVENANTS AND POST CLOSING OBLIGATIONS

11.1 Site Maintenance and Construction Matters. From the Closing of each Purchaser's Lot until the sale of a residence on such Purchaser's Lot to a third party ("Owner"), Purchaser will mow and maintain each of the closed Purchaser's Lot(s) in a neat and orderly manner and keep such Purchaser's Lot(s) free of all trash and debris. If Purchaser fails to mow and maintain such Purchaser's Lots after such being requested to do so by Seller, then Seller may at its option, have such Purchaser's Lots mowed and maintained and Purchaser shall reimburse Seller for the cost of such mowing and maintenance upon demand by Seller. If Purchaser fails to reimburse Seller upon demand for such costs, then, in addition to any other remedies available to Seller, the amount owed by Purchaser to Seller shall be paid by Purchaser to Seller at the next Closing. Purchaser shall indemnify, defend and hold Seller harmless from any claims arising or alleged to arise out of Purchaser's maintenance of the Purchaser's Lot(s) as herein provided.

11.2 Declaration. Purchaser acknowledges that each Lot is subject to and encumbered by the Declaration, and Purchaser covenants and agrees that it will comply with the Declaration at all times. On or before any closing of a sale of a residence on a Purchaser's Lot to an Owner, Purchaser shall (i) provide a complete copy of the Declaration to such Owner, and (ii) obtain receipt from such Owner acknowledging receipt of the Declaration and agreement to comply therewith.

11.3 Survival; Memorandum of Contract. The provisions of this Article XI shall survive Closing. At Closing, Seller and Purchaser shall execute and deliver a recordable memorandum of this Contract, specifically referencing this Article XI. Upon compliance by Purchaser with all the terms and provisions of this Contract, at the closing of a sale of a Purchaser's Lot to a third party, Seller shall execute and deliver a recordable release or termination of such memorandum.

ARTICLE XII

MISCELLANEOUS

12.1 Assignment. The terms and conditions of this Contract are hereby made binding on the successors and permitted assigns of the parties hereto. Except as permitted hereunder, neither party may assign its interest in this Contract without the prior written consent of the other party, not to be unreasonably withheld, conditioned or delayed. Any attempt to assign this Contract without prior written consent of the other party will be of no effect and will be an event of default hereunder.

12.2 Notice. Any notice to be given or served upon any party hereto in connection with this Contract must be in writing, and will be deemed delivered, whether or not actually received, any notice to be given to any party hereto in connection with this Contract shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) three (3) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below (email

address and phone number included solely for convenience of communication; not formal notice). Either party, by written notice to the other, may change its address to which notices are to be sent. The parties shall copy Title Company on all notices sent hereunder, but failure to notify Title Company shall not be deemed a failure of notice to a party to whom notice has been given.

If to Seller: Homes in Partnership, Inc.
235 E. 5th Street Apopka, Fl. 32703
Attn: Toby Best, Executive Director
Phone: (407) 886-2451
Email: bestt@homesip.org
with a copy to: Sidney H. Shams
1015 Maitland Center Commons Blvd.
Suite 110
Maitland, Florida 32751
Phone: 407-278-8859
Email: sid.shams@shamslawfirm.com

If to Purchaser: Habitat for Humanity of Greater Orlando, Inc.
4116 Silver Star Road
Orlando, Florida 32808
Attn: Catherine McManus
Phone: 407-648-4567
Email: cmcmamus@habitat-orlando.org

with a copy to: Baker & Hostetler LLP
SunTrust Center
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801
Attn: Arthur J. R. Baker, Esq.
Phone: 407-649-3011
Email: abaker@bakerlaw.com

12.3 Entire Agreement; Counterparts. This Contract embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. This Contract may be executed in one or more duplicate counterparts, each of which shall when taken together be deemed to be a fully executed original.

12.4 Attorney's Fees. If any legal action is commenced by any party to enforce any provision of this Contract, each party shall bear their own attorney's fees and expenses incurred regardless of which party is the prevailing party in such legal action.

12.5 Dates. Time is of the essence in all things pertaining to the performance of this Contract. Notwithstanding the foregoing, if the final day of a period or date of performance under this Contract falls on a Saturday, Sunday or legal banking holiday for national banks in the State of Florida, then the final day of the period or the date of performance shall be deemed to

fall on the next day which is not Saturday, Sunday or legal banking holiday for national banks in the State of Florida.

12.6 Application. The terms, provisions, warranties, representations, covenants and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Contract shall, however, be for the sole and exclusive benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns and shall not be construed to confer any right upon any third party, unless so expressly stated herein.

12.7 Cooperation. Seller and Purchaser will each reasonably cooperate with each other, their employees and agents in a good faith attempt to facilitate the purchase of Lots by Purchaser pursuant to the terms and conditions contained herein. Any consent or approval reasonably requested or required by one party under the terms of this Contract shall not be unreasonably withheld or delayed by the other party hereto.

12.8 Applicable Law; Headings. This Contract shall be governed, construed, enforced and interpreted pursuant to the laws of the State of Florida and venue shall lie in Orange County, Florida. Any section or subsection headings used in this Contract are for convenience of reference purposes only and shall not be used in the interpretation of this Contract.

12.9 Waiver. The failure of Purchaser or Seller to insist in any one or more instances upon the performance of any of the covenants and/or conditions of this Contract, or to exercise any right, power or privilege herein conferred shall not be construed as a waiver of any such covenant, agreement, condition, right or privilege.

12.10 Survival of Obligations. Any provisions of this Contract which (i) by their terms imply obligations or commitments intended to survive the closing, (ii) are not expressly intended by the parties to be incorporated in the Deed, or (iii) which call for acts beyond the mere conveyance of title and placing of Purchaser in possession of the Lots conveyed shall expressly survive any closing under this Contract and shall not be merged into such Deed or Deeds conveying the Purchaser's Lots to Purchaser.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and made effective as of the Effective Date.

"Seller"

HOMES IN PARTNERSHIP, INC.,
a Florida not for profit corporation

[Signature]
Witness

By: [Signature]
Printed Name: Toby Best
As Its: Executive Director

Valerie Santos Cordaro
Witness

Executed on: 12/8/16

"Purchaser"

HABITAT FOR HUMANITY OF GREATER
ORLANDO, INC.,
a Florida not for profit corporation

[Signature]
Witness

By: Catherine S. McManus
Print Name: Catherine S. McManus
As Its: President & CEO

[Signature]
Witness

Executed on: 12/8/16

"Closing Agent"

Witness

Witness

Executed on: _____

EXHIBIT "A"
Legal Description

Parcel One:

Lots 30, 31, 32, 36, 37 and 38 in Block "I" of TOWN OF APOPKA, according to the plat thereof recorded in Plat Book "A", Pages 87 and 109, of the public records of Orange County, Florida.

Parcel Two:

Lots 2, 3, 4, 5, 6, 7 and 8 in Block "A" of P.L. STARBIRD SUBDIVISION, according to the plat thereof recorded in Plat Book "R", Page 100, of the public records of Orange County, Florida.

Parcel Three:

Lots 1 through 22, inclusive, in Block "B" of P.L. STARBIRD SUBDIVISION, according to the plat thereof recorded in Plat Book "R", Page 100, of the public records of Orange County, Florida.

Parcel Four:

The East 343.5 feet of the West 473.5 feet of the South 204 feet of the North 696 feet of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida.

Parcel Five:

The East 126.5 feet of the West 660 feet of the South 234 feet of the North 726 feet of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida.

Parcel Six:

BEGIN 462 feet South of the Northwest corner of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida; run thence East 533.5 feet; thence South 234 feet; thence East 126.5 feet; thence South 60 feet; thence West 630 feet; thence South 102 feet; thence West 30 feet; thence North 396 feet to the POINT OF BEGINNING; LESS the East 443.5 feet of the West 473.5 feet of the South 204 feet of the North 696 feet of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida; ALSO LESS the following: BEGIN 492 feet South and 30 feet East of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida; run thence East 100 feet; thence South 102 feet; thence West 100 feet; thence North 102 feet to the POINT OF BEGINNING; ALSO LESS AND EXCEPT THE FOLLOWING: BEGIN 594 feet South and 30 feet East of the Northwest corner of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida; run thence East 100 feet; thence South 102 feet; thence West 100 feet; thence North 102 feet to the POINT OF BEGINNING.

Parcel Seven:

BEGIN 492 feet South and 30 feet East of the Northwest corner of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida; thence East 100 feet; thence South 102 feet; thence West 100 feet; thence North 102 feet to the POINT OF BEGINNING.

Parcel Eight:

BEGIN 594 feet South and 30 feet East of the Northwest corner of the Southeast 1/4 of Section 16, Township 21 South, Range 28 East, Orange County, Florida; run thence East 100 feet; thence South 102 feet; thence West 100 feet; thence North 102 feet to the POINT OF BEGINNING.

Parcel Nine:

The East 126.5 feet of the West 660 feet of the South 30 feet of the North 492 feet of the Southeast 1/4, Section 16, Township 21 South, Range 28 East, Orange County, Florida.

SCHEDULE 1
TAKEDOWN SCHEDULE
HABITAT ORLANDO

Closing	Closing Date	Quantity of Purchaser's Lots	Unit Price	Total Lot Purchase Price for Entire Quantity of Purchaser's Lots
Initial Closing	On or Before February 28, 2017	6	\$14,000.00	\$84,000.00
Closing 2	On or Before June 30, 2017	3	\$14,000.00	\$42,000.00
Closing 3	On or Before September 30, 2017	4	\$14,000.00	\$56,000.00
Closing 4	On or Before December 31, 2017	4	\$14,000.00	\$56,000.00
Closing 5	On or Before March 31, 2018	5	\$14,500.00	\$72,500.00
Closing 6	On or Before June 30, 2018	4	\$14,500.00	\$58,000.00
Closing 7	On or Before September 30, 2018	4	\$14,500.00	\$58,000.00
Final Closing	On or Before December 31, 2018	4	\$14,500.00	\$58,000.00
TOTAL:		34		\$484,500.00

To the extent of any Purchaser's Lots not completed for conveyance to Purchaser (or otherwise satisfying the conditions precedent to closing) by **February 28, 2018**, Purchaser may terminate the Contract making it null and void with respect to any Lots not previously acquired by Purchaser hereunder (but shall remain in effect with respect to Lots, if any, acquired by Purchaser hereunder prior to such termination).

EXHIBIT D

NEW HORIZONS DEVELOPMENT CONTRACT

**HOMES IN PARTNERSHIP, INC, and
HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND
GREATER APOPKA, FLORIDA, INC.**

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**LOT PURCHASE AND DEVELOPMENT CONTRACT
NEW HORIZONS**

THIS LOT PURCHASE AND DEVELOPMENT CONTRACT (this "Contract") is made and entered into by and between the HOMES IN PARTNERSHIP, INC. ("Seller"), and HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC. ("Purchaser"), with the Effective Date of _____, 2016. Both parties are not-for-profit corporations organized under the laws of the State of Florida.

WITNESSETH:

For and in consideration of the sums stated in this Contract, and for other good and valuable consideration in hand paid by Purchaser, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms used in this Contract shall have the following meanings unless the context of this Contract otherwise requires:

"City" means the City of Apopka, Florida.

"Contract" means this Contract and all written amendments, modifications, and supplements thereto executed by both Purchaser and Seller.

"Closing" means the act of settlement of the purchase and sale of one or more Lots at which title is conveyed from Seller to Purchaser. The parties contemplate that there will be multiple Closings hereunder.

"Closing Date" means any date on which a Closing occurs.

"Declaration" means the Declaration of Covenants and Restrictions ("Restrictive Covenants") in the form attached hereto as Exhibit A, and made a part hereof for all purposes, to be recorded at or around the time the time the Plat for New Horizons' deed is recorded in the Public Records of Orange County, Florida.

"Deed" means a special warranty deed conveying good and marketable title to Purchaser pursuant to the Takedown Schedule hereto, subject only to the Permitted Exceptions, and substantially in the form attached hereto as Exhibit B and made a part hereof for all purposes.

"Effective Date" means the effective date of this Contract, as stated in the preamble hereto.

"Existing Title Exceptions" means all of the exceptions set forth in the Title Commitment with respect to the Property and all matters shown on the Survey which indicate the existence of

encumbrances not listed in the Title Commitment.

"Final Closing Date" means the date specified as such in Schedule 1.

"Initial Closing" means the Closing at which Purchaser shall purchase the Initial Lots.

"Initial Closing Date" means the actual date that Purchaser Closes its purchase of the Initial Lots as set forth in Schedule 1. In the event the Initial Closing does not occur before the Initial Closing Date, then this Contract will be null and void, Seller shall not have any obligation to sell any Lots to Purchaser.

"Initial Lots" shall consist of the Lot(s) identified as such on Schedule 1.

"Inspection Period" means the period of time identified as such in Schedule 1.

"Lot Purchase Price" means the price for each Lot, as set forth in Schedule 1.

"Lot(s)" means any or all of those certain residential lots described on Schedule 1.

"Property" means all or any portion of the Lots available for Purchaser's purchase under this Contract, together with all and singular the rights and appurtenances pertaining thereto.

"Sales Price" means, with respect to each Residence and Lot, the amount specified as such in Schedule 1. The Sales Price consists of the Lot Purchase Price

"Seller" means the Homes in Partnership, Inc., a Florida not for Profit Corporation.

"Take Down Schedule" means the sequence and frequency of Lots to be purchased by Purchaser pursuant to the terms hereof as identified in Schedule 1.

"Term" means the term of this Contract, which shall run from the Effective Date hereof through and until the final takedown of Lots by Purchaser, unless otherwise mutually agreed by the parties in writing.

"Title Commitment" means a written commitment from the Title Company indicating the then current status of title to each Lot, subject only to the standard printed exceptions and to all easements, rights-of-way, liens, restrictions, and other encumbrances which (i) are of record or known to the Title Company and (ii) affect the subject Lot.

"Title Company" means: a qualified title company/closing to be designated by Seller for the purpose of closing the Lots purchased by Purchaser. The title policies shall be issued by one of the following title underwriters: Old Republic Title or Chicago Title.

"Title Policy" means the owner policy of title insurance to be issued by the Title Company pursuant to the Title Commitment.

ARTICLE II

PURCHASE AND SALE

Purchaser agrees to purchase all Lots committed to in Takedown Schedule during the Term hereof, Seller hereby agrees to sell and convey said lots to Purchaser for the consideration, and upon and subject to the terms, provisions, and conditions, set forth in this Contract. During the Term hereof, the sequence of purchase of such Lot(s) shall be as set forth in the Take Down Schedule. The consideration for each Lot purchased shall be Lot Purchase Price pursuant to Schedule 1, which shall be paid in cash at Closing.

ARTICLE III

TITLE AND SURVEY; INSPECTION PERIOD

3.01 Title Commitment. Within 10 days of Closing, the Seller shall deliver to Purchaser the Title Commitment issued through the Title Company and setting forth the state of title to the Property, and all exceptions to coverage which would appear in the Title Policy, together with copies of all instruments identified in the Title Commitment as exceptions to title. If after receipt of the Title Commitment, together with copies of the instruments referred to therein as exceptions, Purchaser determines that any matter disclosed by the Title Commitment which has not previously been approved by Purchaser (or deemed approved by Purchaser failing to timely make objection thereto) causes the property to be non-marketable, Purchaser shall so notify Seller in writing specifying such objectionable matters on or before five (5) days after the date Purchaser actually receives a copy of such Title Commitment. Seller shall have a period of ten (10) days following the receipt of such notice from Purchaser to cure such defect (provided that, Seller shall not be obligated to cure any such title defect), and, in the event the defect is cured, the date of all subsequent Closing(s) set forth in the Take Down Schedule will be extended for a period of time equal to the period of time, if any, such original Closing was delayed). If (i) Seller is unable or unwilling to cure such defects within the ten (10)-day period or (ii) Seller gives written notice to Purchaser that it is unwilling or unable to cure Purchaser's objection, Purchaser may, as Purchaser's sole and exclusive remedies, either (a) terminate this Contract within five (5) days after expiration of such ten (10)-day period or receipt of Seller's notice to Purchaser (as the case may be) as to all Lots Purchaser has not acquired (in which case neither party shall have any further obligations hereunder except as otherwise provided herein), (b) maintain this Contract in effect with the obligation to purchase all Lots at the subsequent Closing(s) subject to such defects not cured by Seller which will be included in the definition of Permitted Exceptions and with a mutually acceptable reduction in the Lot Purchase Price or, (c) maintain this Contract in effect and remove any Lots with uncured and unacceptable defects. If Purchaser fails to notify Seller of such election within the prescribed five (5)-day period, Purchaser shall be deemed to have selected alternative (b) with the effect that Purchaser has waived its right to terminate this Contract. Notwithstanding any provision hereof to the contrary, Seller shall be responsible for (and cure) all liens, security interests, or similar encumbrances securing indebtedness imposed on the Property by Seller (the "Monetary Liens"), all mechanics and materialmen's liens encumbering the Property due to

Seller's acts or omissions (unless such matters result from the actions of (a) Purchaser, (b) Purchaser's employees, agents, or representatives or (c) Purchaser's contractors and/or

subcontractors), all liens for taxes and other unpaid assessments which are due and payable as of the applicable Closing (subject to the applicable proration provision contained herein) and all other liens related to Seller's development of the Property (unless such matters result from an action of Purchaser) and cause all such liens and encumbrances to be released or insured against as of the Closing of the particular Lots, and it shall not be necessary for Purchaser to make formal objection to the existence of any such liens.

3.02 Additional Permitted Exceptions. In addition to the Permitted Exceptions as provided in Section 3.01, the following Permitted Exceptions shall not be considered defects in or objections to title:

- A. The Declaration; and
- B. The matters to which the Deed is to be subject as provided in Section 3.03, below.

3.03 Title to be Conveyed. At each Closing, Seller shall convey to Purchaser by the Deed good and marketable title in fee simple to the Lots then being purchased, free and clear of any and all liens, encumbrances, conditions, assessments and easements, except the following, which are referred to herein as the "Permitted Exceptions" and are hereby approved by Purchaser:

- A. Real estate taxes for the year of such Closing and subsequent years not yet due and payable;
- B. Easements, dedications, and rights-of-way shown on the recorded plat or otherwise approved in writing by Purchaser (provided Purchaser shall not unreasonably withhold or delay its approval of any utility easement that does not materially, adversely affect the value of the Lots);
- C. The Declaration / Restrictive Covenants then recorded and in effect;
- D. All matters shown on subdivision plat recorded for New Horizon's Subdivision prior to closing;
- E. All matters shown for which could be disclosed in an accurate survey of the Lots being conveyed; and
- F. Other matters indicated by the Title Commitment to which Purchaser does not object or has waived as provided in Section 3.01.

3.04 Title Policy; Survey. Seller shall cause the Title Company to issue the Title Policy at each Closing. If the Seller is unable to deliver good and marketable title to any Lot to Purchaser, subject only to the Permitted Exceptions and Seller is therefore unable to cause the Title Company to issue the Title Policy set forth herein, Purchaser, as Purchaser's sole and exclusive remedy, shall have no obligation to purchase such Lot. If a survey of the Lot is required by Title Company as a condition to issuance of the Title Policy, Purchaser shall obtain such

survey at Purchaser's expense. The Title Policy which will be issued by the Title Company, will be in the amount of the total Lot Purchase Price with respect to the Lots covered and will insure Purchaser's fee simple title to the Lots then being purchased subject to no exceptions other than the liens and exceptions created by Purchaser and the Permitted Exceptions. With regard to the standard printed exceptions contained in the Title Policy, Purchaser at Purchaser's sole cost and expense, may have such standard exceptions deleted or modified to the full extent permitted by the rules and regulations of the Florida State Board of Insurance. The deletion of standard exceptions or the issuance of additional endorsements (at Purchaser's cost and expense) must be made known to the Title Company / Closing Agent no less than 5 days prior to Closing.

3.05 Repurchase Rights. (Intentionally Omitted).

3.06 Inspection Period. During the Inspection Period Purchaser shall have the right to physically inspect, and to cause one or more engineers or other representatives of Purchaser to physically inspect, the Property. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be solely Purchaser's expense. Seller shall cooperate with Purchaser in all reasonable respects in making such inspections. Purchaser shall notify Seller not less than one (1) business day in advance of making any such inspection. Purchaser agrees to indemnify and hold Seller its successors and assigns, harmless from any and all injuries, losses, liens, claims judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against Seller which result from or arise out of any inspections by Purchaser or its authorized representatives pursuant to this paragraph. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Contract or the Closing. In the event Purchaser determines as a result of the foregoing that the condition of the Property is deficient due to a) extreme grading issues; b) survey showing unrecorded easements, encroachments or exencroachments; c) environmental contamination; or d) property has wetlands or is inside the 100 year floodplain; e) or there is some other substantial reason a single-family home cannot reasonably be constructed on the property, then Purchaser may elect to terminate this Contract as to one or more of the inadequate Lots by delivering written notice thereof to Seller with supporting documentation prior to the expiration of the Inspection Period. Failure of Purchaser to timely elect to terminate this Contract shall be deemed a waiver by Purchaser of its right to do so pursuant to this Section 3.06.

ARTICLE IV

CLOSING SCHEDULE

Provided that Seller is not in default of this Contract and all terms and conditions of this Contract then due and performable have been fulfilled, the Initial Closing shall be on or before the Initial Closing Date. Purchaser shall purchase the Initial Lots at the Initial Closing, and thereafter Purchaser shall purchase the remaining Lots in accordance with the Take Down Schedule attached hereto as Schedule 1. Purchaser shall have no right to purchase any Lots which remain unpurchased on the Final Closing Date and Seller shall have the right to sell any such

unpurchased Lots to third parties.

ARTICLE V

CONDITIONS TO CLOSING

5.01 Purchaser's Obligations. In addition to the performance by Seller hereunder, the obligation of Purchaser to purchase the Lots is subject to Purchaser obtaining funding from Orange County, Florida and subject to the satisfaction as of each Closing Date of the following conditions, any of which may be waived in whole or in part by Purchaser at or prior to Closing:

A. The material representations and warranties of Seller set forth herein shall be true in all material respects on and as of each Closing Date with the same force and effect as if such representations and warranties were made on and as of such Closing Date.

B. There shall be no Liens or other encumbrances on the Lots then being acquired by Purchaser other than permitted exceptions.

C. That no part of any of Purchaser's Lot shall be located within the 100-year floodplain elevation or in any jurisdictional wetland.

5.02 Seller's Obligation. In addition to any other obligations enumerated in this Contract, Seller's Obligation is to convey good marketable title to said lots to Purchaser in accordance with Schedule I by delivery and recording of a Special Warranty Deed for said Lot(s).

ARTICLE VI

CLOSING PROCEDURES AND EXPENSES

At each Closing, Seller and Purchaser shall have the following obligations:

A. Seller shall deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying to Purchaser the Lots being purchased, and such further instruments as may be reasonably required by Purchaser or the Title Company with respect to the Lots being purchased as provided herein, at Seller's expense.

B. Purchaser shall pay the total Lot Purchase Price for the Lots then being purchased to Seller for such Lots and deliver to the Title Company such further instruments as may be reasonably required by Seller or the Title Company to consummate the purchase of the Lots then being purchased by Purchaser.

C. **Real Estate Taxes.** Real Estate Taxes will be prorated, as the Lots being conveyed are unimproved and in a newly platted development. Seller will pay for all taxes prior to the plat being recorded. Once the plat is recorded, the Seller and Buyer will prorate the taxes based on the individual tax bills established for the newly platted parcels.

D. Seller shall deliver to Purchaser in accordance with Section 1445 of the Internal Revenue Code and regulations promulgated thereunder an affidavit by the Seller stating, under penalty of perjury, the Seller's United States taxpayer identification number and that the Seller is not a foreign person as defined by I.R.C. 1445(f)(3) (such affidavit shall be delivered only at the time of the Initial Closing).

E. Complete and sole possession of the Lots being purchased will be delivered to Purchaser subject only to the Permitted Exceptions.

F. Seller shall pay the cost of the basic premium for the Owner's Title Policy and Purchaser shall pay any additional premiums for any endorsements requested by Purchaser (to the extent the Title Company agrees to provide such endorsements). All other costs and expenses related to the Closing and not otherwise allocated herein shall be paid by Seller and Purchaser as is customary in Orange County, Florida, in the purchase and sale of property similar to the Lots.

G. Other Closing Costs: Seller shall pay all of Seller's attorney's fees, closing fee, title commitment / title report, preparation documentary stamp taxes on the deed, title curative costs, and recording of the Special Warranty Deed. Buyer shall pay for its attorney's fees, inspection costs, survey, impact fees (if any) associated with pulling building permits, permitting costs, and any closing costs associated with closing any loan in conjunction with purchasing the Lots.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that to Seller's actual knowledge: (a) there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof; (b) there exist no uncured written notices which have been served by any Governmental Authority of violations of law, rules or regulations which would affect the Property or any portion thereof or its proposed development in any material respect; (c) no Governmental Authority has imposed any requirement that would bind Purchaser to pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the development of the Property or any portion thereof, except for customary building permit and inspection fees, customary connection or tap-in fees and other ordinary and usual fees paid by homebuilders, if any; and (d) Seller has full right, power and authority to enter into this Contract and, at each Closing, will have the right, power and authority to consummate the transactions contemplated thereby and all required corporate, partnership or other action necessary to authorize Seller to enter into and consummate the transactions contemplated herein has been, or upon each applicable closing will have been, taken and the joinder of no person or entity other than Seller will be necessary to execute and deliver such documents and instruments at each applicable Closing and to perform all obligations of Seller hereunder applicable thereto. As used in this Section 7.01, any and all references to "Seller's actual knowledge" shall mean the actual (not constructive) knowledge of the Executive Director of Seller then serving. It is also expressly agreed

and understood that the Executive Director of Seller has no duty imposed or implied to investigate, inspect, or audit any such matters contained in this Section 7.01 and such individuals are acting solely in their representative capacity for Seller and any liability resulting hereunder based on the actions of such individuals, including, but not limited to, the breach of any warranty or representation contained herein, shall merely be that of Seller and not such individual. To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue, or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge or deemed knowledge. Purchaser shall be deemed to know a representation or warranty is untrue, inaccurate, or incorrect if this Contract or any files, documents, materials, analyses, studies, tests, or reports delivered to and obtained by Purchaser from Seller prior to Closing contains information which is inconsistent with such representation or warranty. If it is determined before Closing that Seller has breached its representations and warranties set forth in this section, Purchaser shall have the right, as its sole remedy, to terminate this Contract by giving notice thereof to Seller upon the earlier to occur of the date of the next applicable Closing or within thirty (30) days after Purchaser becomes aware of said breach. In the event that Purchaser fails to so terminate on or before the earlier to occur of the date of the next applicable Closing or expiration of such thirty (30)-day period, Purchaser shall automatically be deemed to have waived any objection to such untrue or inaccurate warranty or representation and no rights or remedies shall ever be available to Purchaser with respect to such breach.

7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that Purchaser has full right, power and authority to enter into this Contract and, at each Closing, will have the right, power and authority to consummate the transactions contemplated thereby and all required corporate action necessary to authorize Purchaser to enter into and consummate the transaction contemplated herein has been or upon each applicable Closing, will have been taken, and the joinder of no person or entity other than Purchaser will be necessary to execute and deliver such documents and instruments at each applicable Closing and to perform all the obligations of Purchaser hereunder applicable thereto.

7.03 AS-IS, WHERE-IS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.01, PURCHASER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INSPECTED AND INVESTIGATED ALL ASPECTS OF THE PROPERTY, THAT IT HAS MADE AND ENTERED INTO THIS AGREEMENT AND WILL CLOSE ANY ACQUISITION OF LOTS BASED UPON SUCH INSPECTION AND INVESTIGATION AND ITS OWN EXAMINATION OF THE CONDITION OF THE PROPERTY, AND THAT THE PROPERTY IS SATISFACTORY FOR PURCHASER'S INTENDED USE THEREOF. SELLER IS HEREBY RELEASED FROM ALL RESPONSIBILITY REGARDING THE VALUATION OR CONDITION OF THE PROPERTY, AND PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, SUBJECT ONLY TO THE SPECIFIC WARRANTIES AND TERMS SET FORTH IN THIS AGREEMENT;

PURCHASER ACKNOWLEDGES THAT NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND UPON EXECUTION HEREOF, PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION,

WARRANTY, GUARANTY OR PROMISE, WHETHER ORAL OR WRITTEN, EXCEPT AS SET FORTH IN THIS AGREEMENT, AND ANY STATEMENT, AGREEMENT, REPRESENTATION OR PROMISE MADE BY ANY SUCH PERSON WHICH IS NOT CONTAINED IN THIS AGREEMENT SHALL NOT BE VALID OR BINDING UPON SELLER;

THE ONLY REPRESENTATIONS OR WARRANTIES OUTSTANDING WITH RESPECT TO THE SUBJECT MATTER OF THIS TRANSACTION, EITHER EXPRESSED OR IMPLIED, ARE SET FORTH IN THIS AGREEMENT.

ARTICLE VIII

BROKERS

Purchaser and Seller each represents and warrants to the other that no real estate brokers or agents have been used or consulted in connection with the this Agreement or the purchase and sale of the Lots by it, and that no fees or commissions are owed to any broker or agent as a result of this Contract or the sale of the Lots contemplated hereunder.

ARTICLE IX

SELLER'S DEFAULT

9.01 Default. In the event Seller fails to meet any obligation imposed on Seller pursuant to this Contract and such failure to perform or cure shall continue for thirty (30) days following notice in writing from Purchaser, then Purchaser may, as Purchaser's sole and exclusive remedies, either (i) terminate this Contract whereupon Purchaser and Seller shall be released and relieved of and from any and all further obligations or liabilities under this Contract except for those obligations or liabilities which expressly survive such termination, (ii) enforce specific performance of this Contract (assuming Seller is not prevented from performing its obligations under this Agreement by operation of law or court order exercising jurisdiction); or (iii) waive such default and continue to close Lots under this Contract with no reduction in Lot Purchase Price.

9.02 Partial Default. In the event Seller is unable at any Closing to convey title to all of the Lots designated by Purchaser for such Closing in accordance with terms, provisions and conditions of the Contract, Purchaser may, at its option and without penalty to it, elect by written notice delivered to Seller to purchase only those Lots which Seller can convey as provided herein. In this event, the Closing Date shall be extended for an additional fourteen (14) days to allow time to revise the Closing documents.

ARTICLE X

PURCHASER'S DEFAULT

In the event that Purchaser shall default hereunder and such default shall continue for ten (10) days following notice thereof in writing from Seller, then Seller may, as Seller's sole and exclusive remedies, either (i) declare Purchaser's default under this Contract and terminate this Contract as to the Lots not yet purchased. In the event this Contract is terminated due to Purchaser's default, the Purchaser shall have no right, title, claim or interest in any of the remaining Lots identified in Schedule 1, and specifically waives any right to file a an action *in rem* or record a *lis pendens* associated with said Lots.

ARTICLE XI

ADDITIONAL COVENANTS AND POST CLOSING OBLIGATIONS

11.01 Site Maintenance and Construction Matters.

A. From the Effective Date until the sale of the Residence to an Owner Purchaser will mow and maintain each of the Lot(s) in a neat and orderly manner and keep such Lot(s) free of all trash and debris. If Purchaser fails to mow and maintain each Lot after such mowing and maintenance is requested by the Seller, then Seller may at its option, have the lots mowed and maintained and Purchaser shall reimburse Seller for the cost of such mowing and maintenance upon demand by Seller. If Purchaser fails to reimburse Seller upon demand for such costs, then, in addition to any other remedies available to Seller, the amount owed by Purchaser to Seller shall be paid by Purchaser to Seller at the Closing of the next Lot. Purchaser shall indemnify, defend and hold Seller harmless from any claims arising or alleged to arise out of Purchaser's maintenance of the Lot(s) as herein provided.

B. After the Closing and prior to the sale of the Residence to an Owner:

(1) Purchaser will cause all construction sites on Lots or elsewhere (including streets) to be kept clean of trash and/or debris. If Purchaser fails to keep such areas clean of trash and/or debris, then Seller shall be entitled to remove such trash and/or debris and receive reimbursement from Purchaser on demand of Seller's actual cost thereof.

(2) If any on-site sidewalk(s) is/are required to be constructed on a Lot by any applicable plat, ordinance, restriction or other requirements, Purchaser, at its sole cost and expense, agrees to construct, repair or reconstruct such sidewalk(s) prior to the completion of construction of any Residence on the Lot so affected. It is also expressly agreed and understood that Purchaser shall be required to construct and install, at Purchaser's sole cost and expense, on Lots owned by Purchaser, all front yard sidewalks and both the front yard sidewalk and the side yard sidewalk on all Lots constituting corner lots.

11.02 Restrictive Covenants. Purchaser acknowledges that each Lot is subject to and encumbered by the Restrictive Covenants, and Purchaser covenants and agrees that it will comply with the Restrictive Covenants at all times and covenants and agrees to deliver a complete copy of the Restrictive Covenants to every Owner purchasing a Residence from Purchaser on or before the closing of the sale of such Residence and obtain a receipt from such Owner acknowledging receipt thereof and agreement to comply therewith, including specifically, but without limitation, the Declaration.

11.03 Survival; Memorandum of Agreement. The provisions of this Article XI shall survive Closing. At Closing, Seller and Purchaser shall execute and deliver a recordable memorandum of this Agreement, specifically referencing this Article XI. Upon compliance by Purchaser with all the terms and provisions of this Agreement, at the closing of a sale of Residence to Owner, Seller shall execute and deliver a recordable release or termination of such memorandum.

ARTICLE XII

MISCELLANEOUS

12.01 Assignment. The terms and conditions of this Contract are hereby made binding on the successors and permitted assigns of the parties hereto. Except as permitted hereunder, neither party may assign its interest in this Contract without the prior written consent of the other party. Any attempt to assign this Contract without prior written consent of the other party will be of no effect and will be an event of default hereunder.

12.02 Notice. Any notice to be given or served upon any party hereto in connection with this Contract must be in writing, and will be deemed delivered, whether or not actually received, any notice to be given to any party hereto in connection with this Contract shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) three (3) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent. The parties shall copy Title Company on all notices sent hereunder, but failure to notify Title Company shall not be deemed a failure of notice to a party to whom notice has been given.

If to Seller: Homes in Partnership, Inc.
235 E. 5th Street
Apopka, Fl. 32703

with a copy to: Sidney H. Shams
1015 Maitland Center Commons Blvd
Suite 110
Maitland, Florida 32751

If to Purchaser: HABITAT FOR HUMANITY SEMINOLE COUNTY

AND GREATER APOPKA, FLORIDA, INC.
251 MAITLAND AVE.
SUITE 312
ALTAMONTE SPRINGS, FL 32701

12.03 Entire Agreement. This Contract embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties.

12.04 Attorney's Fees. If any legal action is commenced by any party to enforce any provision of this Contract, each party shall bear their own attorney's fees and expenses incurred regardless of which party is the prevailing party in such legal action.

12.05 Dates. Time is of the essence in all things pertaining to the performance of this Contract. Notwithstanding the foregoing, if the final day of a period or date of performance under this Contract falls on a Saturday, Sunday or legal banking holiday for national banks in the State of Florida, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not Saturday, Sunday or legal banking holiday for national banks in the State of Florida.

12.06 Application. The terms, provisions, warranties, representations, covenants and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Contract shall, however, be for the sole and exclusive benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns and shall not be construed to confer any right upon any third party, unless so expressly stated herein.

12.07 Cooperation. Seller and Purchaser will each reasonably cooperate with each other, their employees and agents in a good faith attempt to facilitate the purchase of Lots by Purchaser pursuant to the terms and conditions contained herein. Any consent or approval reasonably requested or required by one party under the terms of this Contract shall not be unreasonably withheld or delayed by the other party hereto.

12.08 Applicable Law; Headings. This Contract shall be governed, construed, enforced and interpreted pursuant to the laws of The State of Florida and venue shall lie in Orange County, Florida. Any section or subsection headings used in this Contract are for convenience of reference purposes only and shall not be used in the interpretation of this Contract.

12.09 Waiver. The failure of Purchaser or Seller to insist in any one or more instances upon the performance of any of the covenants and/or conditions of this Contract, or to exercise any right, power or privilege herein conferred shall not be construed as a waiver of any such covenant, agreement, condition, right or privilege.

EXECUTED as of the dates indicated by the signatures below to be effective on the Effective Date.

SELLER:

HOMES IN PARTNERSHIP, INC., a Florida
not for profit corporation

By: Toby Best
Toby Best, Executive Director

PURCHASER:

HABITAT FOR HUMANITY OF SEMINOLE
COUNTY AND GREATER APOPKA,
FLORIDA, INC.

By: Penny Seater

Name: Penny Seater
Title: Executive Director

NEED TO INSERT THE DECLARATIONS AND COVENANTS

SCHEDULE I

Habitat Apopka – Seminole	Take Down/ Quantity of Lots	Unit Price	Total
On or Before December 31, 2017 Initial Closing	5	\$14,000.00	\$70,000.00
On or Before December 31, 2018 Closing 2	5	\$14,500.00	\$72,500.00
On or Before December 31, 2019 Closing 3	5	\$15,000.00	\$75,000.00
On or Before December 31, 2020 Closing 4	7	\$15,000.00	\$105,000.00

EXHIBIT E

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

AM. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer _____

Title: _____

Date: _____

EXHIBIT F

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 OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PERFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS;
information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

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

EXHIBIT G

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 H

WAIVER OF SUBROGATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

2nd Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

© 1983 National Council on Compensation Insurance, Inc.

© NCCI Holdings, Inc.

EXHIBIT I

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.