FLORIDA HOUSING FINANCE CORPORATION

TCAP WRITTEN AGREEMENT

(Renaissance Preserve / Tax Credit Assistance Program / RFP 2009-04 / 2009-059CXT)

by and among

FLORIDA HOUSING FINANCE CORPORATION,

as Lender

and

RENAISSANCE PRESERVE II, LLLP,

as Borrower

and

FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA,

as Servicer

Dated as of February __, 2010
| ARTICLE I DEFINITIONS                                                                 | 2 |
| ARTICLE II LOAN OF TCAP FUNDS                                                      | 12 |
| Section 2.1 Loan.                                                                 | 12 |
| Section 2.2 Term.                                                                 | 13 |
| Section 2.3 Loan Terms.                                                            | 13 |
| ARTICLE III INITIAL DISBURSEMENT OF TCAP FUNDS                                     | 14 |
| Section 3.1 Due Diligence and Closing Requirements                                 | 14 |
| Section 3.2 Other Closing Conditions.                                              | 14 |
| ARTICLE IV DISBURSEMENTS OF TCAP FUNDS                                             | 15 |
| Section 4.1 Request for TCAP Funds from HUD.                                       | 15 |
| Section 4.2 Disbursements of TCAP Funds to Borrower.                               | 16 |
| Section 4.3 Construction Draw Schedule; Change Orders.                             | 17 |
| Section 4.4 Construction Meetings; Monitoring.                                     | 18 |
| Section 4.5 Development Expenditures.                                               | 18 |
| ARTICLE V COVENANTS AND RESTRICTIONS                                               | 18 |
| Section 5.1 Land Use Restriction Agreement.                                        | 18 |
| Section 5.2 Compliance with Program Requirements.                                 | 18 |
| Section 5.3 Covenants Regarding Sale or Assignment of Development, Contracts or Interests. | 20 |
| Section 5.4 Federal Program Requirements.                                          | 21 |
| ARTICLE VI RECAPTURE                                                               | 21 |
| Section 6.1 Recapture Event.                                                       | 21 |
| Section 6.2 Enforcement for Recapture Events.                                     | 23 |
| Section 6.3 Notice of Recapture.                                                   | 24 |
| Section 6.4 Right to Cure.                                                         | 24 |
| Section 6.5 Preservation of Rights and Remedies.                                   | 24 |
| ARTICLE VII REPRESENTATIONS AND WARRANTIES                                         | 24 |
| Section 7.1 Representations, Warranties and Covenants of the Borrower.              | 24 |
| Section 7.2 Covenants; Guaranty of Completion.                                    | 30 |
| ARTICLE VIII BOOKS AND REPORTING                                                   | 30 |
| ARTICLE IX ASSET MANAGEMENT                                                        | 30 |
| Section 9.1 Appointment of Asset Manager.                                          | 30 |
| Section 9.2 Asset Management Duties, Covenants and Warranties.                     | 31 |
| Section 9.3 Asset Management Fee.                                                   | 32 |
## ARTICLE X DEFAULT: TERMINATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>Default</td>
</tr>
<tr>
<td>10.2</td>
<td>Remedies on Default</td>
</tr>
<tr>
<td>10.3</td>
<td>Third-Party Rights to Notice and Cure</td>
</tr>
<tr>
<td>10.4</td>
<td>Enforcement; Specific Performance</td>
</tr>
</tbody>
</table>

## ARTICLE XI GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1</td>
<td>Tax Credit Compliance</td>
</tr>
<tr>
<td>11.2</td>
<td>Notices</td>
</tr>
<tr>
<td>11.3</td>
<td>Rules of Construction</td>
</tr>
<tr>
<td>11.4</td>
<td>Binding Provisions</td>
</tr>
<tr>
<td>11.5</td>
<td>Assignments</td>
</tr>
<tr>
<td>11.6</td>
<td>Absence of Rights in Third-Parties</td>
</tr>
<tr>
<td>11.7</td>
<td>Borrower Not Florida Housing's Agent</td>
</tr>
<tr>
<td>11.8</td>
<td>Florida Housing Not Liable for Damage or Loss</td>
</tr>
<tr>
<td>11.9</td>
<td>Florida Housing Not Obligated to Insure Proper Disbursement of TCAP Funds to Third Parties</td>
</tr>
<tr>
<td>11.10</td>
<td>Applicable Law</td>
</tr>
<tr>
<td>11.11</td>
<td>Consent to Jurisdiction</td>
</tr>
<tr>
<td>11.12</td>
<td>Attorneys’ Fees</td>
</tr>
<tr>
<td>11.13</td>
<td>Waiver</td>
</tr>
<tr>
<td>11.14</td>
<td>Counterparts</td>
</tr>
<tr>
<td>11.15</td>
<td>Survival</td>
</tr>
<tr>
<td>11.16</td>
<td>Sole Discretion of Florida Housing</td>
</tr>
<tr>
<td>11.17</td>
<td>Separability of Provisions; Rights and Remedies; Consistency with Program Requirements</td>
</tr>
<tr>
<td>11.18</td>
<td>Conflict of Interest</td>
</tr>
<tr>
<td>11.19</td>
<td>Non-Discrimination</td>
</tr>
</tbody>
</table>

## ARTICLE XII INDEMNIFICATION FROM THIRD PARTY CLAIMS

### EXHIBITS:
- Exhibit A -- Legal Description
- Exhibit B -- Mortgage Loans
- Exhibit C -- Authorized Officer(s) of Borrower
- Exhibit D -- Development Information Report
- Exhibit E -- Sub Recipient and Vendor Reports
- Exhibit F -- Form of Affirmative Fair Housing Marketing Plan
- Exhibit G -- Form of Certificate Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements
- Exhibit H -- Applicable Legal Requirements
- Exhibit I -- ELI County Chart
- Exhibit J -- Construction Draw Schedule **(and Budget)**
THIS TCAP WRITTEN AGREEMENT (this “Agreement”) is made and entered into as of February __, 2010 by and among FLORIDA HOUSING FINANCE CORPORATION, a public corporation and public body corporate and politic created by Section 420.504, Florida Statutes (“Florida Housing”) (which term shall include its successors and assigns), RENAISSANCE PRESERVE II, LLLP, a Florida limited liability limited partnership (the “Borrower”), and FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA, a Florida corporation (the “Servicer”).

RECITALS

WHEREAS, Florida Housing has entered into a grant agreement with the United States Department of Housing and Urban Development (“HUD”) to provide funds for capital investments in rental housing developments that receive an award of nine percent (9%) federal low-income housing tax credits (the “Tax Credits”) under Section 42(h) of the Internal Revenue Code of 1986, as amended (the “Code”), pursuant to the Tax Credit Assistance Program under Title XII of the American Recovery and Reinvestment Act of 2009 (the “ARRA”) as implemented by Florida Housing in accordance with Chapter 420, Florida Statutes, applicable rules, and the Florida Housing Finance Corporation Request for Proposal 2009-04 or Request for Proposal 2009-03 (“TCAP”);

WHEREAS, Florida Housing is the “designated State housing credit agency” for the State of Florida within the meaning of the ARRA and has the authority to make loans of TCAP funds (the “TCAP Funds”) to eligible applicants in accordance with the Program Requirements to provide affordable housing in the State of Florida;

WHEREAS, the Borrower intends to acquire, construct, develop, improve, maintain, own and operate a residential rental housing development located in Lee County, Florida, to be known as Renaissance Preserve Apartments on property more particularly described in Exhibit A attached hereto (the “Development”);

WHEREAS, Florida Housing has awarded Tax Credits to the Development in the annual amount of $___________ pursuant to an invitation to the Borrower to enter credit underwriting (the “Tax Credit Award”) issued by Florida Housing on __________, 20____ with respect to the Development;

WHEREAS, the Borrower has made an equity investment of up to $650.00 in exchange for an allocation of the Tax Credits awarded to the Development;

WHEREAS, the Borrower has submitted its Response to RFP to Florida Housing for a loan of TCAP Funds to assist in the financing of the construction of the Development;
WHEREAS, Florida Housing has approved a loan of TCAP Funds to the Borrower in the aggregate amount of up to TWO HUNDRED TWENTY-ONE THOUSAND, EIGHT HUNDRED EIGHTY-TWO AND NO/100 DOLLARS ($221,882) (the “Loan”), and the Borrower has agreed to accept the Loan subject to the terms and conditions set forth in the Code, the ARRA, the Loan Documents and herein;

WHEREAS, the parties have agreed that this Agreement constitutes a TCAP Funding Commitment and is to be recorded in the land records of the County in which the Development is located and is to run with the Land;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings ascribed to them in the Recitals hereto and in this Article I; provided that certain capitalized terms used and not defined herein shall have the meanings ascribed to them in or for purposes of Section 42 of the Code or the Rule.

“Act” means the Florida Housing Finance Corporation Act, Chapter 420, Part V, Florida Statutes as now and hereafter amended.

“Affiliate” means with respect to any Person, (i) any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person, (ii) any other Person directly or indirectly Controlling fifty percent (50%) or more of the voting securities of such Person, or (iii) any officer, director, manager, member, or partner of such Person and other entity for which any such officer, director, manager, member, or partner acts in any such capacity.

“Agreement” means this TCAP Written Agreement, by and between Florida Housing and the Borrower, including any subsequent amendments.

“Applicable Legal Requirements” means all federal, state and local laws and regulations applicable to the activities and obligations performed by the Borrower pursuant to this Agreement including, without limitation, the federal laws, orders and regulations specified in Exhibit H.


“Asset Management Fee” means the annual fee payable for the services of the Asset Manager pursuant to Section 9.3 of this Agreement.
“Asset Manager” means, initially, Florida Housing, and any successor thereto chosen by Florida Housing.

“Assignment Instruments” means, collectively,

(i) the Assignment and Subordination of Developer Fees, Pledge and Security Agreement by the Developer and the Borrower to Florida Housing, pursuant to which the Developer and Borrower have pledged to Florida Housing all of their rights under the Development Agreement,

(ii) the Assignment of Management and Service Contracts pursuant to which the Borrower has assigned to Florida Housing all of its rights under the Management Agreement and the service contracts related to the Development,

(iii) the Assignment of Permits, Agreements, Approvals, Fees and Deposits pursuant to which the Borrower has assigned to Florida Housing all of its rights under all permits, agreements, approvals, fees and deposits related to the Development,

(iv) the Collateral Assignment of Construction Contract and Permits pursuant to which the Borrower has assigned to Florida Housing all of its rights under the Construction Documents,

(v) the Assignment of Architect’s Agreement and Architect Plans and Specifications pursuant to which the Borrower has assigned to Florida Housing all of its rights under the Architect’s Agreement and the Architect Plans and Specifications, and

(vi) the Assignment of Engineer’s Agreement and Engineer Plans and Specifications pursuant to which the Borrower has assigned to Florida Housing all of its rights under the Engineer’s Agreement and the Engineer Plans and Specifications,

all of which Assignment Instruments have been assigned by the Borrower and/or the Developer to Florida Housing as additional security for performance by the Borrower of all of its obligations under this Agreement.

“Authorized Officer” means the Person or Persons identified in Exhibit C hereof, and any other person designated in writing to Florida Housing by an Authorized Officer of the Borrower.

“Budget” means the final sources and uses for the Development to be attached hereto as Exhibit J and attached as an exhibit to the Construction Loan Agreement. The Budget must clearly show the total development costs of the Development, the total amount of TCAP Funds awarded to the Development, all other sources of funds, and the total anticipated amount of Tax Credit equity to be paid to the Borrower by the Tax Credit Investor.

“Business Day” means a day of the year on which banks are not required or authorized to close in the State.
“Change Order” means a change order to the Construction Contract, the Construction Draw Schedule, the Budget or any of the other Construction Documents in connection with the construction of the Improvements that would (i) extend the Completion Date by more than sixty (60) calendar days, or (ii) result in an overall development cost increase in excess of $25,000 per change order, or $50,000 in the aggregate.

“Closing Date” means the date on which this Agreement is signed, the closing of the Loan occurs, and all of the Loan Documents are executed and delivered by all of the parties thereto.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor statute as it applies to the Tax Credits described herein, together with all applicable final, temporary or proposed Treasury Regulations and Revenue Rulings thereunder. Reference in this Agreement to any specific provision of the Code shall be deemed to include any applicable successor provision of such provision of the Code that may apply to the Tax Credits described herein.

“Completion Date” means the date upon which the Servicer advises Florida Housing that construction of the Development is complete, that there are no liens on the property, and that the Development is ready for its intended use, which date is anticipated to occur by ___________, 20___.

“Compliance Period” means the compliance period described in Section 42(i)(1) of the Code, which is, with respect to any building that is included in the Development, a period of fifteen (15) years beginning on the first day of the first taxable year of the Credit Period with respect thereto, and which has been extended to fifty (50) years for the purpose of the set-aside term by Florida Housing and by agreement of the Borrower.

“Construction Contract” means the Standard Form of Agreement Between Owner and Contractor, dated as of April 1, 2009, by and between the Borrower and the Contractor.

“Construction Documents” means the Construction Contract, including, without limitation, the general conditions, the final Plans and Specifications, and any addenda thereto, together with all trade contracts pursuant to which construction of the Improvements will be accomplished.

“Construction Draw Schedule” means the detailed construction draw schedule and Budget for the Development attached hereto as Exhibit J.

“Construction Loan Agreement” means the Construction Loan Agreement, dated as of the date hereof Closing Date, by and among the Borrower, Florida Housing and the Servicer, as may be amended or supplemented from time to time.

“Contractor” means BROOKS & FREUND, LLC, a Florida limited liability company, whose address is 5661 Independence Circle, Suite #1, Fort Myers, Florida 33912, and any successor general contractor approved by Florida Housing in writing.
“Control” (and the related terms “Controlling,” Controlled by,” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of outstanding securities, equity, or other beneficial ownership interests, by contract or otherwise.

“Cost Certification” means the written certification of a certified public accountant as to the itemized amounts of the construction and development costs of the Development prepared for submission to Florida Housing in order to obtain IRS Form(s) 8609 for the Development or as otherwise required by Florida Housing.

“County” means Lee County, Florida.

“Credit Period” means, with respect to any building that is included in the Development, the period of ten (10) years beginning with (x) the taxable year in which the building is placed in service, or (y) at the election of the Borrower, the succeeding taxable year.

“Developer” means, collectively, NORSTAR DEVELOPMENT USA, L.P., a Texas limited partnership, and RENAISSANCE PRESERVE DEVELOPERS, LLC, a Florida limited liability company.

“Development” means the Improvements, the Borrower’s leasehold interest in the Land, and all other real and personal property that is used in connection with the development and operation of the Land and Improvements, as further identified herein.

“Development Agreement” means the [Development Agreement] dated ___________, 20___, by and between the Borrower and the Developer.

“Development Cash Flow” shall have the meaning attributed thereto in Florida Housing’s Request for Proposal 2009-04 or Request for Proposal 2009-03.

“Development Cash Flow” means cash flow of the Development as calculated in the statement of cash flows prepared in accordance with generally accepted accounting principles and as adjusted for items including any distribution or payment to the Borrower or Developer, Principal(s) of the Borrower or Developer, or any Affiliate of the Principal(s) of the Borrower or Developer, or to the Developer or any Affiliate of the Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Credit Underwriting Report dated November 20, 2009.

“Eligible Costs” means any of the expenditures as may be approved by the Servicer from time to time, provided in each such case that to the extent such costs are to be paid or reimbursed with TCAP Funds, such costs must constitute Eligible Uses.

“Eligible Uses” means costs for capital investments in Tax Credit developments that are permissible under the Program Requirements. Eligible Uses include costs includible in “eligible basis,” determined in accordance with Section 42(d) of the Code, costs of land acquisition, on-site demolition costs and hazardous material remediation costs or otherwise determined by HUD.
Eligible Uses do not include costs for swimming pools, asset management, program administration or compliance monitoring.

“Entity” means any general partnership, limited partnership, corporation, joint venture, trust, limited liability company, limited liability partnership, business trust, cooperative or other business association.

“Event of Bankruptcy” or “Bankruptcy” means, as to a specified Person:

(i) the entry of a decree or order for relief by a court having jurisdiction in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of his property, or ordering the winding-up or liquidation of his affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

(ii) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such Person or for any substantial part of his property, or the making by him of any assignment for the benefit of creditors, or the taking of action by the Person in furtherance of any of the foregoing.

“Event of Default” shall have the meaning attributed thereto in Section 10.1A.

“Excess Amount” shall have the meaning attributed thereto in Section 2.1C.

“Extended Use Agreement” means the Extended Low-Income Housing Agreement between Florida Housing and the Borrower in which the Borrower agrees to maintain the Development for occupants who meet the income requirements under Code Section 42(g) and to maintain the Development as “rent-restricted” under Code Section 42(g) for a certain period of time set forth in the Extended Use Agreement, subject to certain exceptions set forth therein and as may be amended or supplemented from time to time. The Extended Use Agreement shall comply with the provisions of Section 42(h)(6) of the Code.

“Extremely Low-Income Units” means twenty (20) of the total ninety-six (96) dwelling units in the Development that are to be held for occupancy by one or more natural persons or a family whose adjusted household income is equal to or below the percentage of area median income for the county where the household is located, as set forth on the ELI County Chart attached hereto as Exhibit I.

“Final Funding Date” means February 16, 2012.
“Fiscal Quarter” means any of the three (3) consecutive monthly periods of each Fiscal Year ending on March 31, June 30, September 30 and December 31.

“Fiscal Year” means the twelve (12) month period which begins on January 1 and ends on December 31 of each calendar year.

“Florida Housing” means Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Florida Statutes, and its successors and assigns.

“General Partner” means, collectively, NORSTAR RENAISSANCE PRESERVE FAMILY I, INC., a Florida corporation, and RENAISSANCE PRESERVE II, LLC, a Florida limited liability company, and their respective successors and assigns, as co-general partners of the Borrower.

“Governmental Authority” means Florida Housing, the IRS, HUD or any other federal, state or local governmental agency or authority having jurisdiction over the particular matter to which reference is being made.

“Guarantor” means, collectively, Borrower, NORSTAR RENAISSANCE PRESERVE FAMILY I, INC., a Florida corporation, RENAISSANCE PRESERVE II, LLC, a Florida limited liability company, NORSTAR DEVELOPMENT USA, L.P., a Texas limited partnership, RENAISSANCE PRESERVE DEVELOPERS, LLC, a Florida limited liability company, and RICHARD L. HIGGINS, individually.

“HUD” means the U.S. Department of Housing and Urban Development, and its successors or assigns.

“HUD Notice” means Notice CPD-09-03 issued by HUD on May 4, 2009 and revised July 27, 2009, and any revisions, updates, modifications or successors thereto.

“Improvements” means the 96-unit residential rental housing development, including functionally related and subordinate facilities and other structures, to be developed on the Land in accordance with the Construction Documents.

“Ineligible Costs” means costs to which TCAP Funds have been applied which are not Eligible Costs because they (i) constitute Ineligible Uses, (ii) exceed the amount of expenditures necessary for the financial feasibility of the Development and its viability as a qualified low-income housing project throughout the Compliance Period, or (iii) have not been approved as Eligible Costs.

“Ineligible Uses“ means costs to which TCAP Funds may have been applied which are impermissible under TCAP and, therefore, not Eligible Uses.

“Inspector” means the consulting engineer or architect selected by Servicer and acceptable to Florida Housing for purposes of evaluating the progress of the construction or
rehabilitation of the Development in accordance with the Construction Documents, the costs of which are to be paid by Borrower.

“IRS” means the United States Internal Revenue Service.

“Land” means the real property in which Borrower holds a ground leasehold interest, upon which the Improvements will be constructed and which is described in Exhibit A.

“Land Use Restriction Agreement” means the agreement between Florida Housing and the Borrower in which the Borrower agrees to maintain the Development for occupants who meet the income requirements under Code Section 42(g) and to maintain the Development as “rent-restricted” under Code Section 42(g) for a period of fifty (50) years as described in the Land Use Restriction Agreement, subject to certain exceptions set forth therein and as may be amended or supplemented from time to time.

“Lender” means any lender, other than Florida Housing, providing funds to the Borrower secured by a Mortgage for the construction and/or permanent financing of the Development.

“Loan” means the loan of TCAP Funds in the principal amount of up to $221,882 from Florida Housing as lender to the Borrower with respect to the Development to be made in accordance with the TCAP Note secured by the TCAP Mortgage for the purpose of financing the construction of the Development.

“Loan Documents” means this TCAP Written Agreement, the TCAP Mortgage, the TCAP Note, the Land Use Restriction Agreement, the Construction Loan Agreement and all other documents evidencing, securing, guaranteeing or relating to the Loan.

“Low-Income Units” means seventy-six (76) of the total ninety-six (96) dwelling units in the Development that are to be held for occupancy by Qualified Tenants and occupied in such a manner as to qualify such units as “low-income units” under Section 42(i)(3) of the Code.

“Management Agreement” means the agreement between the Borrower and the Manager in effect or as amended from time to time, providing for property management services to the Development.

“Management Fee” means the fee payable to the Manager pursuant to the terms of the Management Agreement.

“Manager” means, initially, Norstar Accolade Property Management, Inc., a Texas corporation, and any other Person acting as manager under a Management Agreement.

---

1 According to the Guidelines for Issuance of Requests for Proposals in Connection with the American Recovery and Reinvestment Act of 2009, the maximum TCAP limit is (i) $8,000,000, (ii) $80,000 per set-aside unit, or (iii) maximum qualifying amounts per HUD restrictions, whichever is less. Except for the later, these maximum limitations are exclusive of any additional TCAP funding awarded for accepting additional lower AMI units. It is possible when the Development qualifies for the maximum allowable TCAP award, the resulting DSC Ratio may exceed the minimums provided here.
“Minimum Set-Aside Test” means the set-aside test described in Section 42(g)(1) of the Code selected by the Borrower with respect to the award of Tax Credits to the Development pursuant to the Tax Credit Allocation, whereby at least 40% of the units in the Development must be occupied by individuals with incomes less than or equal to 60% of area median income, as adjusted for family size, determined in accordance with Section 42(g)(1) of the Code.

“Mortgage” means any mortgage, as amended, restated, modified and/or supplemented from time to time, on the Development given by the Borrower (with prior approval by Florida Housing) to any Lender to secure any indebtedness, together with any other documents pertaining to said indebtedness, which were required by such Lender as a condition to making a Mortgage Loan.

“Mortgage Loans” means the loans listed on Exhibit B.


“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and/or assigns of such Person where the context so admits; and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

“Placed In-Service Date” means the date by which at least one unit in each building in the Development must be ready and available for occupancy, which date shall be no later than October 31, 2011.

“Plans and Specifications” means the plans and specifications (including, without limitation, specifications for materials) for the construction of the Development as reviewed and approved by the Inspector on behalf of Florida Housing prior to the initial Requisition and all amendments and modifications thereto as approved by Florida Housing.

“Principal” means (i) any general partner of the Borrower or Developer, any limited partner of the Borrower or Developer, any manager or member of the Borrower or Developer, any officer, director or shareholder of the Borrower or Developer, (ii) any officer, director, shareholder, manager, member, general partner or limited partner of any general partner and limited partner of the Borrower or Developer, (iii) any officer, director, shareholder, manager, member, general partner or limited partner of any manager or member of the Borrower or Developer, and (iv) any officer, director, shareholder, manager, member, general partner or limited partner of any shareholder of the Borrower or Developer.

“Program Requirements” means any and all requirements (including the Applicable Legal Requirements) for receiving and maintaining a loan of TCAP Funds as set forth in Title XII of the ARRA, the HUD Notice, and any other rules, regulations, guidelines or notices.
published by HUD from time to time with respect to TCAP that are applicable to the Development, as well as applicable sections of the Code.

“Qualified Tenants” means tenants who at the time of their initial occupancy of the Development satisfy the income limits applicable under the Minimum Set-Aside Test and for additional set asides committed to by Borrower in the Response to RFP, under executed leases with terms of not less than six (6) months at rentals meeting the requirements of the Rent Restriction Test.

“Recapture Event” shall have the meaning attributed thereto in Section 6.1.

“Rent Restriction Test” means the test described in Section 42(g)(2) of the Code whereby the gross rent charged to tenants of the Low-Income Units in the Development may not exceed thirty percent (30%) of the applicable qualifying income levels based upon the Minimum Set-Aside Test.

“Required In Service Date” means the date by which at least one unit in each building in the Development must be ready and available for occupancy in accordance with state and local laws.

“Requisition” means a requisition for TCAP Funds signed by the Borrower, the Contractor and the Development architect accompanied by the standard American Institute of Architects (“AIA”) documents G-702 and G-703 or a substitute form approved by Florida Housing and the Servicer, and such other evidence as may be requested by Florida Housing or the Servicer.

“Response to RFP” means the Borrower’s Response to either (i) Florida Housing’s Request for Proposal 2009-04 or (ii) Florida Housing’s Request for Proposal 2009-03, for an award of funding available through the ARRA.

“Rule” means Chapter 67-48, Florida Administrative Code, in effect as of August 6, 2009, as amended or modified from time to time.

“Servicer” means FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA, a Florida corporation, or any subsequent entity appointed by Florida Housing to provide services, including asset management, specified in this Agreement and the Loan Documents.

“Seventy-Five Percent Funding Date” means December 31, 2010 (unless otherwise extended in accordance with Section 4.2B herein).

“Sponsor” means any individual, association, corporation, joint venture, partnership, trust, local government, or other legal entity or any combination thereof which (a) has been approved by Florida Housing as qualified to own, construct, acquire, rehabilitate, reconstruct, operate, lease, manage, or maintain a project, and (b) except for a local government, has agreed to subject itself to the regulatory powers of Florida Housing.
“State” means the State of Florida.

“Tax Credit Allocation” shall mean the allocation letter or final allocation of credits providing Tax Credits to the Development, together with such subsequent action and/or documentation which Florida Housing may take and provide pursuant to Section 42(h) of the Code and Treasury Regulations in order to make an “allocation” of Tax Credits to buildings in the Development for purposes of the Code.

“Tax Credit Award” shall mean the invitation issued by Florida Housing to Borrower to enter credit underwriting, which also serves the purpose of awarding or making Tax Credits available to the Development, together with the Tax Credit Allocation, when issued.

“Tax Credit Investment Documents” means any and all documents and instruments executed or delivered by the Borrower and/or the Tax Credit Investor in connection with the commitment of investor funds to the Borrower for the Development in exchange for Tax Credits.

“Tax Credit Investor” means any party making an equity investment in the Borrower in exchange for Tax Credits, together with any party authorized to act on behalf of the Tax Credit Investor hereunder or under the partnership agreement of the Borrower.

“Tax Credits” means federal low-income housing tax credits under Section 42(h) of the Code (including credits made available through housing credit ceiling provided by Section 1400N(c) of the Code).

“TCAP” or “Tax Credit Assistance Program” means the Tax Credit Assistance Program under Title XII of the American Recovery and Reinvestment Act of 2009 pursuant to which grants are appropriated to states for rental housing projects that receive an award of Tax Credits under Section 42(h) of the Code.

“TCAP Funds” means the loans of TCAP Funds to eligible applicants in accordance with the Program Requirements to provide affordable housing in the State of Florida.

“TCAP Mortgage” means the mortgage granted by the Borrower to Florida Housing, together with the Assignment of Leases, Rents and Contract Rights, the UCC Financing Statements and any other security instruments given to secure the obligation of the Borrower to repay all or a portion of the Loan in accordance with the terms of this Agreement.

“TCAP Note” means the TCAP Promissory Note given by the Borrower to Florida Housing to evidence the obligation of the Borrower to repay the Loan, as provided in Section 2.3.

“Tenant Income Certification” means a tenant’s initial tax credit certification and any subsequent certification as may be required by Florida Housing, including the tenant income certification/certificate of resident eligibility, all sources used in verifying income and assets (including, but not limited to, third party verification, checking and savings accounts, pay stubs,
verification of assets, etc.), a copy of one completed lease signed and dated for each unit in the Development, and a copy of the first and last page of each resident lease in each Low-Income Unit and Extremely Low-Income Unit in the Development, showing the start date of the lease and signature of the resident(s) and Borrower.

“Treasury” means the United States Department of the Treasury, including the United States of America acting through the Treasury.

“Treasury Regulations” means the temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II
LOAN OF TCAP FUNDS

Section 2.1 Loan.

A. Florida Housing agrees to make the Loan to the Borrower pursuant to the terms and conditions of this Agreement and the other Loan Documents. In no event shall the aggregate amount of funds advanced pursuant to this Agreement exceed the lesser of $221,882 or the amount determined by Florida Housing to be necessary for the financial feasibility of the Development and its viability as a qualified low-income housing development throughout the Compliance Period.

B. The Borrower shall receive the Loan and use the proceeds thereof to pay Eligible Costs incurred by the Borrower in connection with the construction of the Development. The funding of the Loan (and any portion thereof) is expressly conditioned upon the Borrower complying with all of the Program Requirements and the terms of this Agreement. Proceeds of the Loan may only be expended on Eligible Uses.

C. If Florida Housing shall determine (i) no later than the date of issuance of IRS Form 8609 with respect to the last building in the Development, that the amount of the Loan is more than the amount necessary for the financial feasibility of the Development and its viability as a qualified low-income housing development throughout the Compliance Period, or (ii) at any time, that a portion of the Loan has been expended on Ineligible Uses (in either case, the amount determined by Florida Housing to have been excessive or impermissible is the “Excess Amount”), Florida Housing shall provide the Borrower with notice thereof and the Borrower shall pay to Florida Housing, in immediately available funds within ten (10) Business Days from the date of such notice, an amount equal, as applicable, to that portion of the Loan that exceeds the amount necessary for financial feasibility and viability of the Development and/or any amounts that have been expended on Ineligible Uses. In addition to the foregoing, Florida Housing may take any other remedial action it deems necessary or advisable to fulfill its TCAP obligations to HUD or otherwise carry out the principal purposes of TCAP.

D. The Loan is contingent upon the appropriation and disbursement of sufficient TCAP Funds by HUD to Florida Housing for reimbursement of Eligible Costs incurred by the
Borrower with respect to the Development. If Florida Housing fails to receive adequate TCAP Funds from HUD, Florida Housing shall so notify the Borrower in writing within a reasonable period of time and shall not be liable for failure to make any payments under this Agreement.

E. All TCAP Funds shall be disbursed prior to the second draw of equity or any disbursement from a first mortgage Lender (unless the first mortgage loan is to be used for costs that are not Eligible Costs). All funds issued to Borrower by Florida Housing under the Tax Credit Exchange Program must be drawn first, prior to any draw of TCAP Funds, if applicable. It is the Borrower’s responsibility to assure that all TCAP Funds are immediately expended for Eligible Uses, to assure compliance with all TCAP funding dates and deadlines.

Section 2.2 Term.

A. This Agreement shall be effective upon its execution and delivery and shall remain in full force and effect until the later to occur of (i) the expiration of the Compliance Period or (ii) the repayment of all outstanding principal and accrued interest on the Loan, unless earlier terminated in accordance with the terms hereof.

Section 2.3 Loan Terms.

A. The terms of the Loan, as more particularly set forth in the TCAP Note, shall be as follows:

(i) The principal balance of the Loan is non-amortizing during the term of the TCAP Note, with a balloon payment due at maturity of the TCAP Note, which maturity shall be.

(ii) The Loan shall have a term which is co-terminus with the first mortgage. If the Loan is secured by a first mortgage on the Development, the Loan shall have a term of fifteen (15) years for acquisition and rehabilitation developments, or at least fifteen (15) years and up to twenty (20) years after construction for new construction developments, unless earlier paid, all as determined by Florida Housing.

(iii) The Loan shall bear interest at a rate of zero percent (0.0%) through May 1, 2012 and thereafter, a blended interest rate of one percent (1.0%) simple interest per annum on the outstanding principal balance with respect to the portion of the Development determined by Florida Housing to be owned by a for-profit Sponsor, and zero percent (0.0%) with respect to the portion of the Development determined by Florida Housing to be owned by a non-profit Sponsor.

(iv) Commencing on May 1, 2013, the interest on the Loan shall be payable, in arrears, in annual installments from Development Cash Flow, with the balance of all accrued and unpaid interest due at maturity.
(v) The entire principal balance of the Loan, together with all interest due thereon, (in the applicable Recapture Amount established by Section 6.1B) shall become immediately due and payable, to the extent applicable in accordance with this Agreement, upon the occurrence of a Recapture Event; and,

(vi) The entire principal balance of the Loan, together with all interest due thereon, shall become immediately due and payable upon (a) the sale or other disposition of the Development, (b) transfer of the Development or interests therein in violation of Section 5.3 hereof, or (c) an Event of Default, unless in any such case, Florida Housing shall determine to permit the Loan to remain outstanding.

(vii) No prepayment of TCAP Funds may be made by the Borrower prior to May 1, 2012.

B. The TCAP Mortgage shall be granted by the Borrower to Florida Housing to secure the obligation of the Borrower to repay the Loan in accordance with the TCAP Note.

ARTICLE III
INITIAL DISBURSEMENT OF TCAP FUNDS

Section 3.1 Due Diligence and Closing Requirements.

A. The Borrower shall provide Florida Housing, its counsel and the Servicer with the due diligence materials listed on a due diligence checklist, as well as all due diligence and information required in the Credit Underwriting Report dated November 20, 2009, all in form and substance reasonably satisfactory to Florida Housing, its counsel and the Servicer, at least fourteen (14) days prior to Closing.

B. The Borrower shall provide Florida Housing with, and Florida Housing shall have approved, the Tax Credit Investment Documents acceptable to Florida Housing. The Tax Credit Investment Documents shall be sufficient to assure that the Tax Credit Investor will make its required equity investment in the Development, assuming satisfaction of reasonable (industry standard) terms and conditions set forth therein [if applicable].

Section 3.2 Other Closing Conditions.

A. The Borrower shall execute and deliver this Agreement to Florida Housing and shall record this Agreement in the land records of the County in which the Development is located.

B. The Borrower shall execute and deliver the TCAP Note to Florida Housing.

C. The Borrower shall execute, record and deliver the TCAP Mortgage to Florida Housing.
D. The Developer and the Borrower shall execute and deliver to Florida Housing the Assignment Instruments to which they are a party.

E. The Borrower shall execute, record (as applicable) and deliver the Construction Loan Agreement, the Land Use Restriction Agreement and all other Loan Documents required by Florida Housing.

F. The Contractor shall execute and deliver to Florida Housing the Consent to Assignment of Construction Contract.

G. The Borrower shall complete the “Development Information Report” in the form attached hereto as Exhibit D and shall deliver such report to Florida Housing. The Borrower shall complete the “Development Performance Report” in the form attached to the Compliance, Financial Monitoring and Servicing Agreement, dated as of the Closing Date among Florida Housing, Borrower and the Servicer (the “Compliance, Financial Monitoring and Servicing Agreement”), in conformance with TCAP Program requirements, and deliver such report to Florida Housing.

H. The Borrower shall have submitted to Florida Housing an acceptable “Affirmative Fair Housing Marketing Plan” in the form attached hereto as Exhibit F (or such equivalent form as may be approved by HUD from time to time).

I. The Borrower shall have signed and delivered to Florida Housing the “Certificate Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements” in the form attached hereto as Exhibit G.

J. The Borrower shall have completed the NEPA Review Process and obtained all required environmental clearance for the Development, and HUD shall have approved the “Request for Release of Funds.”

K. If any disbursement of TCAP Funds is requested upon Loan Closing, the Borrower shall complete a Closing Requisition and provide such back-up documentation as may be reasonably required by Florida Housing and the Servicer to support the request of TCAP Funds.

ARTICLE IV

DISBURSEMENTS OF TCAP FUNDS

Section 4.1 Request for TCAP Funds from HUD.

A. Florida Housing shall use the TCAP Funds it receives from HUD with respect to the Development to reimburse the Borrower for Eligible Costs incurred in connection with the development of the Development to the extent such costs are properly submitted to Florida Housing in accordance with the procedures set forth in this Article IV and all other terms and conditions of this Agreement and the Loan Documents. The Borrower may not request a
disbursement of TCAP Funds from Florida Housing until such funds are needed to pay Eligible Costs of the Development. Accordingly, the amount of each Requisition must be limited to the amount of money needed to pay Eligible Costs actually incurred by the Borrower at the time of the Requisition, may not include amounts for prospective or future needs, and may not be placed into escrow accounts or advanced in lump sums to the Borrower.

B. Requisitions shall be submitted to the Servicer for approval in accordance with the Construction Loan Agreement.

C. Florida Housing shall submit a request for TCAP Funds to HUD in an amount equal to the approved amount of the current Requisition (not to exceed, in the aggregate, the amount of the Loan) within five (5) Business Days of the approval of the Requisition by the Servicer.

D. The Borrower shall cooperate with Florida Housing and the Servicer in obtaining and providing any additional documentation that may be required by HUD to approve the request for TCAP Funds.

E. Florida Housing will not make any payments to the Borrower for costs that:
   (i) are not Eligible Costs or are otherwise prohibited under Program Requirements;
   (ii) are not strictly in accordance with the terms of this Agreement and the Loan Documents;
   (iii) were requested and/or incurred after termination of this Agreement
   (iv) were requested during the occurrence and continuation of an uncured Event of Default; or
   (v) were requested and/or incurred after the Final Funding Date.

F. Florida Housing is authorized to make modifications to the disbursement procedures set forth herein and in the Construction Loan Agreement and to establish such additional requirements for payment of TCAP Funds to the Borrower as may be necessary or advisable for compliance with all Program Requirements.

Section 4.2 Disbursements of TCAP Funds to Borrower.

A. Disbursements of TCAP Funds shall be made on the basis of monthly draw requests. Such funds shall be disbursed in accordance with this Agreement and the Construction Loan Agreement (by ACH or wire transfer) upon the direction of an Authorized Officer of the Borrower to the parties designated in the Requisition or pursuant to such other instructions as may be designated in writing by an Authorized Officer of the Borrower, consistent with Program
Requirements, from time to time. Florida Housing must expend all TCAP Funds received from HUD for Eligible Costs within three (3) Business Days of receipt of such TCAP Funds.

B. The Borrower acknowledges and agrees that not less than seventy-five percent (75%) of the Loan must be expended by the Borrower on or before the Seventy-Five Percent Funding Date, and that not less than one hundred percent (100%) of the Loan must be expended by the Borrower on or before the Final Funding Date. In the event that Florida Housing makes a determination that the Borrower has failed to expend (or is unlikely to expend) sufficient TCAP Funds on Eligible Costs within the prescribed expenditure deadlines, Florida Housing shall have no obligation to disburse any additional TCAP funds to the Borrower under this Agreement or any other Loan Document and may, at the election of Florida Housing, recover, recapture or offset any TCAP Funds actually paid to the Borrower with respect to the Development. Notwithstanding the foregoing, the Borrower may request in writing, at least thirty (30) days prior to the Seventy-Five Percent Funding Date, a forty-five (45) day extension of the Seventy-Five Percent Funding Date if the Borrower has not expended, or does not anticipate it will expend, at least seventy-five percent (75%) of the Loan by such date. Florida Housing shall consider such request within ten (10) days of its receipt and shall grant or deny such request in its sole, reasonable discretion. If said extension request is granted, the Borrower shall pay to Florida Housing, within three (3) days of such approval, a $5,000 extension fee.

C. The Borrower agrees to comply with all requirements of this Agreement and the Construction Loan Agreement for requesting funds under TCAP.

Section 4.3 Construction Draw Schedule; Change Orders.

A. The Borrower expects to submit Requisitions to the Servicer for disbursements of TCAP Funds at the times and in the amounts set forth in the projected Construction Draw Schedule. The Borrower shall update the Construction Draw Schedule as and when Requisitions for disbursements of TCAP Funds are made. Any expenditure which, when added to any prior expenditures, exceeds the Budget or any line item specified in the Budget shall require the approval of the Servicer.

B. The Borrower shall obtain the prior written consent of Florida Housing and the Servicer for any Change Order, regardless of whether any proposed disbursement of TCAP Funds would be affected by such Change Order. As a condition to Florida Housing's and the Servicer's consent to any Change Order, the Borrower shall submit to Florida Housing (with a copy to the Servicer and the Inspector) a description of the curative or other responsive actions to be taken by the Developer and the Contractor to accelerate construction progress and/or align the sources and uses of funds for the Development notwithstanding such Change Order (the “Action Plan”), if so requested by Florida Housing. The Action Plan shall be in form and substance reasonably satisfactory to Florida Housing and the Servicer and must, at a minimum, demonstrate that TCAP Funds will be expended on Eligible Costs at a rate that complies with the prescribed expenditure deadlines set forth in Section 4.2B above. The Action Plan shall be signed by the Developer and the Borrower as evidence of their intent to implement or cause to be implemented the Action Plan as described. Failure of the Borrower to submit and/or cause
implementation of a requested Action Plan reasonably acceptable to Florida Housing and the Servicer shall entitle Florida Housing to suspend making disbursements of TCAP Funds under this Agreement and the Construction Loan Agreement until such time as an acceptable Action Plan has been received and approved by Florida Housing and implementation thereof has commenced.

C. Florida Housing and/or the Servicer will not approve any Change Order which would, in the reasonable determination of Florida Housing and/or the Servicer, cause the Development to fail to meet the **Required Placed** In-Service Date or prevent the Loan from being fully disbursed to the Borrower in accordance with the requirements and procedures set forth herein within the prescribed expenditure deadlines.

**Section 4.4 Construction Meetings; Monitoring.**

A. The Servicer and the Inspector shall have the right to participate in construction progress meetings and monitor the Development’s construction until the Completion Date.

**Section 4.5 Development Expenditures.**

A. The proceeds of the Loan must be used for Eligible Uses. The Servicer shall determine the Borrower’s compliance with this requirement at the time each request for a disbursement of TCAP Funds is made based upon a review of the current Requisition. Florida Housing may establish such additional limitations on the expenditure of TCAP Funds as it determines are appropriate to ensure compliance with Program Requirements.

B. In the event that Florida Housing shall determine that the proceeds of the Loan have been used to pay Ineligible Costs, Florida Housing shall provide the Borrower with written notice thereof and the Borrower shall pay to Florida Housing in immediately available funds within ten (10) Business Days from the date of said notice, an amount equal to that portion of the Loan used to pay Ineligible Costs.

**ARTICLE V COVENANTS AND RESTRICTIONS**

**Section 5.1 Land Use Restriction Agreement.**

A. The Borrower and Florida Housing shall enter into a Land Use Restriction Agreement dated as of the Closing **date**. The terms and conditions of the Land Use Restriction Agreement shall be incorporated herein by reference and shall contain language providing for its termination (subject to certain limitations) in the event of foreclosure (or instrument in lieu of foreclosure).

**Section 5.2 Compliance with Program Requirements.**
A. The Borrower shall comply with all of the Program Requirements applicable to the Development throughout the Compliance Period (without limitation as to any of said Program Requirements that may or may not be specifically identified in this Agreement).

B. The Borrower shall comply with all of the requirements of Section 42 of the Code and any regulations promulgated thereunder and all requirements of HUD, to the extent necessary to receive and maintain an award of TCAP Funds, including, without limitation, the requirement that the Development will become a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code) by the end of the year following the year in which the first building in the Development, which is required to contain Low-Income Units, is placed in service in accordance with the terms of the Tax Credit Allocation.

C. The Borrower shall comply with the Act and with the Rule, as applicable to the Housing Credit Program.

D. The Borrower shall comply with the Applicable Legal Requirements specified in Exhibit H attached hereto and shall take the following actions with respect thereto:

(i) The Borrower shall adopt and submit for approval to Florida Housing an “Affirmative Fair Housing Marketing Plan” in the form attached hereto as Exhibit F. Affirmative fair housing marketing practices entail providing information and otherwise attracting eligible persons to the Development without regard to race, color, national origin, sex, religion, familial status or disability. The Borrower shall use affirmative fair housing marketing practices in determining tenant eligibility and concluding all transactions with respect to the Development in accordance with 24 CFR 92.350 and 570.904(c).

(ii) The Borrower shall ensure that the Development meets the lead-based paint requirements set forth in 24 CFR Part 35 Subparts A, B, J, K, M, and R. [This requirement is applicable to rehabilitation developments only.]

(iii) The Borrower shall ensure that the Development meets the accessibility requirements set forth in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the design and construction requirements set forth in 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

(iv) The Borrower shall pay Davis-Bacon prevailing wage rates in accordance with HUD requirements and the applicable Davis-Bacon wage decision and the HUD 4010, Federal Labor Standards Provisions, must be inserted into any Construction Contract that is subject to Davis-Bacon requirements.

(v) The Borrower shall comply with the non-procurement, debarment and suspension standards set forth in 2 CFR Part 180, Subpart C, as required by 2 CFR Part 2424.
(vi) The Borrower shall comply with the Federal Drug Free Workplace Act of 1988 and the regulations promulgated thereunder including, without limitation, 54 CFR 4956.

(vii) The Borrower shall post signage concerning the Development in a manner consistent with the criteria established by HUD.

E. The Borrower must complete and execute the “Sub Recipient Report,” as well as require each vendor (as defined by HUD) to complete and execute a “Vendor Report,” both attached hereto as Exhibit E, and shall deliver or have delivered such reports to Florida Housing via fax (850-488-9809 attention Director of Multifamily Development Programs) e-mail to TCAPReporting@floridahousing.org one week before the end of each calendar quarter, beginning March 24, 2010 and continuing through March 24, 2012. The report templates and their detailed instructions are available on Florida Housing’s website (www.floridahousing.org). Both www.FederalReporting.gov and the Office of Management and Budget’s memorandum regarding updated guidance on the ARRA, dated December 18, 2009 (M-10-08), have been utilized to outline the required reporting criteria, inclusive of how to calculate and report job estimates, which may be amended from time to time by HUD or the Office of Management and Budget.

Section 5.3 Covenants Regarding Sale or Assignment of Development, Contracts or Interests.

A. The Borrower shall not sell, lease (other than by residential leases in the ordinary course of business), transfer or otherwise dispose of any portion of the Development without the prior written consent of Florida Housing and in compliance with the Code and Section 67-48.030, Fla. Admin. Code.

B. The Borrower shall not, without the prior written consent of Florida Housing, permit any change in the ownership interests in the Borrower or its General Partner that, when added to any prior changes in the ownership interests in such entity, exceeds thirty-three and one-third percent (33.3%) of the total aggregate ownership interests in the Borrower or its General Partner, as applicable, that is in violation of the Code and Program Requirements. Furthermore, the Borrower shall not, without the prior written consent of Florida Housing, permit any change in the ownership interests in the Borrower or its General Partner that, when added to any prior changes in the ownership interests in such entity, exceeds thirty-three and one-third percent (33.3%) of the total aggregate ownership interests in the Borrower or its General Partner, as applicable. Changes to limited partnership interests or non-managing limited liability company interests, as applicable, shall not require prior approval; however, the Borrower shall provide Florida Housing with notice of any such change in a majority of the limited partnership interests or non-managing limited liability company interests, as applicable.

C. The Borrower shall not, without the prior written consent of Florida Housing:

(i) designate a new Manager;
(ii) designate a new Contractor;

(iii) designate a new Developer; or

(iv) make any assignment of, or material change to, the Management Agreement, the Development Agreement or the Construction Contract.

D. Notwithstanding the foregoing, the consent of Florida Housing is not required for transfers of the Tax Credit Investor’s interest in the Borrower so long as the Tax Credit Investor is not the Borrower (or the transfer of interests in the Borrower to the Tax Credit Investor) provided that Florida Housing receives prior written notice of the transfer and a copy of the assignment and/or amendment to the organizational documents of the Borrower effecting such change and the transferee is an Affiliate of the Tax Credit Investor. In the case of transfers to non-Affiliates of the Tax Credit Investor prior to the Completion Date, the transferee of the Tax Credit Investor must be approved by Florida Housing after demonstrating to the satisfaction of Florida Housing that it is obligated and has the capacity to make capital contributions of Tax Credit equity to the Borrower in the amounts set forth in the approved Budget for the Development and meets all other underwriting criteria of Florida Housing.

Section 5.4 Federal Program Requirements.

Borrower acknowledges that certain of the covenants contained in this Agreement are based upon the ARRA, HUD requirements and low-income housing tax credit requirements as they exist on the date hereof and that HUD requirements and/or the Code may be subsequently modified or interpreted by the federal government in a manner which Florida Housing believes is inconsistent with the covenants set forth herein. Borrower agrees to comply with any additional covenants and restrictions which Florida Housing believes is necessary to insure compliance with ARRA, HUD requirements and the IRS and which is communicated in writing to the Borrower, even though such covenants or restrictions are not a part of this Agreement as originally executed; provided, however, that if Borrower disagrees with such amended or additional requirements, Borrower shall have the right, at its own expense, to proceed with obtaining a favorable determination from the IRS or interpretation from the appropriate court which Borrower deems advisable and in its best interest, and Florida Housing agrees to cooperate fully with Borrower in this regard, so long as Borrower bears Florida Housing’s expense in obtaining such determination. In such event, such additional covenants or restrictions shall be considered a material part of this Agreement as if they had been originally included herein.

ARTICLE VI
RECAPTURE

Section 6.1 Recapture Event.

BORROWER ACKNOWLEDGES THAT FAILURE TO COMPLY WITH ALL TCAP REQUIREMENTS MAY TRIGGER RECAPTURE, AND ANY DEBT DETERMINED TO BE SUBJECT TO SUCH RECAPTURE SHALL BE DUE AND PAYABLE IMMEDIATELY TO
A. A “Recapture Event” shall be deemed to occur if, at any time during the first fifteen (15) years of the Compliance Period, any one or more of the following events shall occur:

(i) there has been an Event of Default hereunder, and as a consequence thereof, Florida Housing has determined that the Development cannot be completed by the **Required Placed** In-Service Date or is not likely to become a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code) by the date required by Section 6.1A(iv);

(ii) the Borrower has not expended on Eligible Uses an amount equal to seventy-five percent (75%) of the Loan by the Seventy-Five Percent Funding Date (unless such date is extended in accordance with Section 4.2B herein);

(iii) the Tax Credit Award of Tax Credit Allocation is terminated or cancelled;

(iv) the Development is not completed by the **Required Placed** In-Service Date;

(v) the Development does not become a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code) by the end of the year following the year in which the first building in the Development, which is required to contain Low-Income Units, is placed in service, or the Development otherwise fails to qualify for Tax Credits;

(vi) the Development ceases to be a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code);

(vii) TCAP Funds have been determined by Florida Housing or HUD to have been expended for Ineligible Costs and have not been repaid to the extent of such Ineligible Use;

(viii) no Tax Credit Investor makes an equity investment in the Borrower in exchange for Tax Credits;

(ix) the Borrower or the Development fails to comply with any other requirements of this Agreement, Section 42 of the Code, or Chapters 67-48 and 67-53, Fla. Admin. Code, as applicable to Housing Tax Credits, **after any applicable cure period**; or

(x) a default under any of the Loan Documents, after any applicable cure period.
B. If a Recapture Event shall occur, the applicable portion of TCAP Funds disbursed to the Borrower shall be subject to “recapture” in the amounts set forth below (the “Recapture Amount”).

(i) If the Recapture Event arises under Section 6.1A(i), (iii), (iv), (v), (vi), (viii), (ix) or (x) above, the Recapture Amount shall be an amount equal to the entire amount of TCAP Funds actually disbursed to the Borrower under the terms of this Agreement, together with any interest or penalties that may accrue under the Program Requirements.

(ii) If the Recapture Event arises under Section 6.1A(ii) above, the Recapture Amount shall equal the amount required to reduce the Loan to an amount of which the amount expended by the Borrower on Eligible Uses by the Seventy-Five Percent Funding Date shall represent seventy-five percent (75%) thereof; provided that the Borrower shall demonstrate to Florida Housing that it has sufficient resources and time to complete the Development by the In-Service Date, so that the Development can become a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code) by the date required by Section 6.1A(v). If the Borrower cannot make the required demonstration to Florida Housing, a Recapture Event will arise under Section 6.1A(i).

(iii) If the Recapture Event arises under Section 6.1A(vii) above, the Recapture Amount shall be an amount equal to the amount of TCAP Funds determined to have been expended for Ineligible Costs.

C. If a Recapture Event occurs, in addition to the Recapture Amount, the Borrower shall pay to Florida Housing upon demand (i) any interest or penalties that may accrue under the Program Requirements and (ii) an amount equal to any costs and/or fees, including attorneys’ fees and costs, incurred by Florida Housing in connection with the Recapture Event.

Section 6.2 Enforcement for Recapture Events.

A. The Recapture Amount and any amounts set forth in Section 6.1C above shall be due and payable immediately to Florida Housing. Such debt shall be secured and enforceable by the lien of the TCAP Mortgage against the Development in favor of Florida Housing.

B. Upon the occurrence of a Recapture Event, a notice of lien imposed hereunder shall be filed and recorded in one office within the state, county or other governmental subdivision in which the Development is situated, as designated by the laws of such state.

C. Unless another date is specifically fixed by law, the lien imposed hereunder shall arise at the time the Recapture Amount becomes due and shall continue until liability for the Recapture Amount and any amounts set forth in Section 6.1C above is satisfied in full.

D. The priority of the mortgage lien imposed hereunder at Closing shall not be modified without the prior written approval of Florida Housing.
Section 6.3 Notice of Recapture.

Florida Housing shall provide the Borrower with written notice, in accordance with Section 11.2, of any Recapture Event or of any circumstances which, with the passage of time, would give rise to a Recapture Event, of which, in either event, it shall become aware. Upon the giving of any such notice to the Borrower, Florida Housing shall also provide copies of any such notice(s) to the Lender and the Tax Credit Investor and the Servicer. The failure of Florida Housing to provide notice as herein required shall not relieve the Borrower of any obligation hereunder or prevent the declaration or occurrence of a Recapture Event, nor shall it serve to relieve the Borrower of any of the consequences thereof.

Section 6.4 Right to Cure.

The Borrower shall have the right to cure a Recapture Event within a reasonable period of time after the Borrower has received thirty (30) Business Days’ notice of the circumstances giving rise to such Recapture Event or after the Borrower would have become aware of the circumstances giving rise to such Recapture Event had the Borrower exercised reasonable diligence with respect thereto. Florida Housing shall have the right to determine what constitutes “a reasonable period of time” and whether a cure has been properly and timely effected for purposes of this Section, except to the extent that such determinations are governed by or otherwise prescribed or delimited by Program Requirements. Any cure made or tendered by any Lender or any Tax Credit Investor shall be accepted or rejected on the same basis as a cure made directly by the Borrower, to the extent not inconsistent with Program Requirements.

Section 6.5 Preservation of Rights and Remedies.

Any action under this Article VI shall not serve to limit or deprive Florida Housing in or from the exercise of any other rights and remedies that it has under law or equity, or any rights and remedies provided herein with respect to Events of Default or Recapture Events.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations, Warranties and Covenants of the Borrower.

The Borrower hereby represents, warrants and covenants to Florida Housing that the following are true as of Closing and will be true on the due date of each disbursement of TCAP Funds and, as applicable, throughout the Compliance Period:

A. The Borrower is a duly organized limited liability limited partnership validly existing under the laws of the state of its organization and has full power and authority to perform its obligations under this Agreement and the Loan Documents.

B. No litigation, demand, investigation, claim or proceeding against the Borrower or any other litigation or proceeding directly affecting the Development is pending or, to the best
knowledge of the Borrower, threatened before any court, administrative agency or other Governmental Authority that would, if adversely determined, have a material adverse effect on the Borrower or the construction, use and operation of the Development or the Borrower’s ability to perform its obligations under this Agreement and the Loan Documents.

C. No default Event of Default by the Borrower or any affiliate thereof having any relationship with the Development has occurred or is continuing (nor has there occurred any continuing event which, with the giving of notice or the passage of time or both, would constitute such a default in any material respect) under any of the financing documents for the Development or other documents or instruments governing the development, use, occupancy and operation of the Development.

D. All building, zoning, health, safety, business and other applicable certificates, permits and licenses necessary to permit the construction, use, occupancy and operation of the Development have been or will, at the time required, be obtained and maintained (other than, prior to completion of construction of the Development or a specified portion thereof, such as are issuable only upon completion of construction or such specified portion thereof); and the Borrower has not received any notice nor has any knowledge of any violation with respect to the Development of any law, rule, regulation, order or decree of any Governmental Authority having jurisdiction which would have a material adverse effect on the Development or the construction, use or occupancy thereof, except for violations which have been cured or can be cured within any applicable cure period, and are in the process of being cured, and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.

E. The Borrower has a fee interest in the Development and a ground leasehold interest in the Land and has good and marketable title thereto, free and clear of any liens, charges or encumbrances other than the Mortgages, the encumbrances the Borrower is permitted to create under the terms of this Agreement, and mechanics’ or other liens that have been bonded against (or as to which other cash equivalent security has been provided) in such a manner as to preclude the holder of such lien from having any recourse to the Development or the Borrower for payment of any debt secured thereby.

F. No Event of Default or Recapture Event has occurred and is continuing.

G. No Event of Bankruptcy has occurred as to the Borrower, any Guarantor or the Developer.

H. As of the date of Closing Date, all reserves and accounts required to be maintained by the Borrower under the terms of this Agreement are currently funded (or will be funded at the time(s) required) up to the specified levels.

J. The Borrower will construct the Development which shall be comprised of 96 units of multifamily housing in 15 buildings, and a community center, located in Lee County, Florida, as more particularly described in Exhibit A hereto and Exhibits A and B of the Land Use Restriction Agreement. If the Land is comprised of multiple parcels, either (a) all such parcels are contiguous, that is, their boundaries meet at one or more points, except for the interposition of a road, street, stream or similar property, or (b) 100% of the units will be Low-Income Units and Extremely Low-Income Units. All utilities are, or will be, available to the Development, including sanitary and storm sewers, water, gas and electricity.

K. The sources of funds available to the Borrower are sufficient to enable the Borrower to complete construction of the Development in accordance with the Plans and Specifications and the Construction Draw Schedule.

L. The Development will continue to be owned and operated by the Borrower throughout the first fifteen (15) years of the Compliance Period.

M. The Development will be operated so that it will meet (and an appropriate election has been or will be made with respect to) the Minimum Set-Aside Test as of the dates established by Section 42(g)(3) of the Code and at all times thereafter through the end of the Compliance Period.

N. At all times throughout the Compliance Period, no less than eighty forty percent (8040%) of the units (76 units) in the Development will be leased to and occupied by tenants with incomes equal to or less than sixty percent (60%) of area median income, adjusted for family size, determined in accordance with Section 42(g)(1) of the Code, and no less than twenty percent (20%) of the units (20 units) in the Development will be leased to and occupied by tenants with incomes equal to or less than thirty-three percent (33%) of area median income, adjusted for family size, determined in accordance with Section 42(g)(1) of the Code.

O. The Borrower will have the right to receive annual reports from tenants of Low-Income Units and Extremely Low-Income Units of the Development concerning their incomes and family sizes. Except to the extent permitted by Section 42(g)(2)(E) of the Code, the gross rents (as adjusted in accordance with Section 42(g)(2)(B) of the Code) charged for each of the Low-Income Units will not, at any time during the Compliance Period, exceed 30% of the income limitation applicable to the tenant(s) of each such unit for purposes of the Minimum Set-Aside Test and Section 7.1.O above.

P. The Development will be operated so that at all times during the Compliance Period, eighty percent (80%) of the units (76 units) in the Development will qualify as Low-Income Units and twenty percent (20%) of the units (20 units) in the Development will qualify as Extremely Low-Income Units. At the Borrower’s option and with prior written notice to Florida Housing, Extremely Low-Income Units above the ten percent (10%) threshold minimum requirement may, after the first 15 years, then convert to serve households with a household income less than or equal to sixty percent (60%) of the area median income, in accordance with the requirements of the Rule.
Q. None of the Low-Income Units or Extremely Low-Income Units will be occupied entirely by students (as defined in Section 152(f)(2) of the Code), unless (i) the Low-Income Unit or Extremely Low-Income Unit is occupied by an individual who is (A) a student and receiving assistance under Title IV of the Social Security Act, (B) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, state or local laws, or (C) a student and previously under the care and placement of a foster care program under parts B or E of Title VI of the Social Security Act, or (ii) the Low-Income Unit or Extremely Low-Income Unit is occupied entirely by full-time students and such students are (A) single parents and their children and such parents and children are not dependents (as defined in Section 152 of the Code, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B)) of another individual, or (B) married and file a joint return.

R. All services provided to tenants will be optional (i.e., payment for the service will not be required as a condition of occupancy) and no services that are not optional (i.e., mandatory services) will be provided, or if so provided, the charges for any such services shall be included in determining compliance with the applicable rent restriction for purposes of Section 7.1.O.

S. Tenants for the units will be screened and selected from a pool of eligible tenants based on uniformly applied tenant selection criteria that are commonly employed by other property owners in determining tenant eligibility in similar developments to the Development, and:

(i) no preferences or discrimination will be employed in selecting tenants (i.e., no discrimination based on race, color, religion, sex, disability, familial status, age or national origin) and will be consistent with federal housing policy governing nondiscrimination as determined under HUD rules and regulations;

(ii) units in the Development will be available for use by the general public within the meaning of Section 42(g)(9) of the Code and all applicable Florida statutes and rules;

(iii) the units will be rented on a non-transient basis.

T. The tenant facilities of the Development included in eligible basis will be available to all tenants on a comparable basis without separate fees.

U. At least one (1) unit in each building in the Development will be ready and available for occupancy in accordance with state and local laws on or before the Required Placed In-Service Date.

V. Each of the representations and disclosures made by the Borrower to Florida Housing in the Response to RFP and in any application for Tax Credits is true and correct as of the date hereof. Each of the covenants, agreements and conditions contained in the Response to RFP or such applications have been duly performed or satisfied by the Borrower to the extent
that performance or satisfaction is required on or prior to the date of Closing Date, and the Borrower has no reason to believe that the covenants, agreements, and conditions required to be performed or satisfied after the date hereof will not be performed or satisfied in a timely manner.

W. The Extended Use Agreement, which constitutes an “extended low-income housing commitment” as defined in Section 42(h)(6) of the Code, will be in effect as of the end of the taxable year in which the first building in the Development is placed in service.

X. The Development constitutes “residential rental property” within the meaning of Section 1.103-8(b)(4) of the Treasury Regulations.

Y. The Borrower will develop and operate the Development in accordance with (i) the applicable provisions of Section 42 of the Code, (ii) the terms of this Agreement, (iii) the Program Requirements, (iv) all applicable federal, State, and local statutes, rules and regulations with respect to the Development including, without limitation, the Applicable Legal Requirements, and (v) all applicable requirements of any Governmental Authority having jurisdiction over the Development.

Z. The Borrower has complied with and shall continue to comply with the Federal Drug Free Workplace Act of 1988 and the regulations promulgated thereunder, including without limitation, 54 CFR 4956 (1989), as amended.

AA. The Development is not located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the Land is located is participating in the National Flood Insurance Program.

BB. The Borrower shall not employ, award a contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.

CC. No federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any Person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

DD. No funds have been paid for influencing or attempting to influence an officer or employee of a member of Congress in connection with a federal contract, grant, loan and/or cooperative agreement benefiting the Borrower. To the best knowledge of the Borrower, the Borrower has complied with all restrictions, certifications and disclosure requirements contained in the Byrd amendment to the fiscal 1990 appropriations measures for the United States Department of the Interior (P.L. 101-121) and with any guidelines and rules issued by any federal entity in connection therewith, if applicable.
EE. Neither the Borrower nor any of its partners, members, officers, or directors, nor, to the best knowledge of the Borrower, any employee, contractor or agent of the Borrower nor any affiliate (including but not limited to parents, subsidiaries and Entities under common control) of the Borrower, nor any Person who or which directly or indirectly owns or controls the Borrower or any of its or their constituent Entities, nor any Person who or which directly or indirectly owns or controls any affiliate of the Borrower or any of its constituent Entities, nor any Person who or which directly or indirectly holds a substantial (i.e., ten percent (10%) or more) equity interest in the Borrower or in any of its constituent Entities or in any affiliate of the Borrower or any of its or their constituent Entities (collectively, “Borrower Parties”), is a Barred Person or has ever been a Barred Person (as hereinafter defined). The term “Borrower Parties” does not include any Tax Credit Investor or any of their officers, directors, employees, contractors and agents or any affiliate of the Tax Credit Investor. “Barred Person” means any Person with whom a U.S. Person is barred from transacting business under U.S. law, including but not limited to (i) Persons identified as specially designated terrorists, narcotics traffickers, or blocked persons by the U.S. Government on the “Specially Designated Nationals and Blocked Persons List” maintained by the U.S. Treasury Department; and (ii) Persons that are citizens of or organized or domiciled or resident in countries subject to U.S. economic embargo restrictions and thereby barred from transactions with U.S. Persons. “U.S. Person” means a Person, that is a citizen of or organized or domiciled or resident in the United States. “Owned or controlled” and variations thereof mean a direct or indirect interest in the entity in question, including but not limited to (i) all members of limited liability companies, (ii) all shareholders owning ten percent (10%) or more of the outstanding shares of corporations, measured on an aggregate and/or class-by-class basis, (iii) all general partners of limited partnerships and general partnerships, (iv) all limited partners owning twenty-five percent (25%) or more of the outstanding limited partnership interests in limited partnerships, (v) all trustees and settlors of trusts, and (vi) all beneficiaries owning twenty-five percent (25%) or more of the beneficial interests in trusts.

FF. No General Partner nor any other Borrower Party nor any of the Borrower’s property is or has ever been subject to or a party to or bound by any agreement or other arrangement with any Barred Person.

GG. The Borrower and each other Borrower Party will prevent, and have instituted or will institute (and will update from time to time to correspond to changes in circumstances and changes in applicable laws and regulations) policies and procedures to prevent, any circumstance or event described in subclauses EE. and FF. above.

HH. The Borrower and all other applicable Borrower Parties have not engaged and shall not engage in any act or omission that would violate anti-money-laundering laws, including but not limited to 18 USC § 1956; have complied or will comply with requirements for instituting an anti-money laundering compliance program required under 31 USC § 5318(h) and applicable to all “financial institutions” as defined in 31 USC § 5312(a)(2); and have instituted or will institute policies and procedures and use commercially reasonable due diligence to identify and report Suspicious Transactions to relevant U.S. Government officials. “Suspicious Transactions” that may require reporting include, but are not limited to, (i) individual or related
transactions in which a third-party provides payment in U.S. or foreign currency in excess of $10,000 that may require reporting under 31 USC § 5331 and 26 USC § 6050I; (ii) any transaction where the Borrower or any Borrower Party knows, suspects, or has reason to know that the transaction (A) is for an illegal purpose, including but not limited to money laundering; (B) is otherwise an attempt to disguise funds derived from illegal activity or evade reporting requirements under U.S. law; or (C) is suspicious because the transaction appears to serve no business or lawful purpose.

II. The Borrower is and the Development is and shall continue to comply with all requirements of the Act and the Rule.

Section 7.2 Covenants; Guaranty of Completion.

A. The Borrower unconditionally covenants and warrants that it shall cause completion of the Development to occur by the Completion Date (which must occur prior to the Required In-Service Date). The Borrower shall satisfy and shall cause the Development to satisfy all construction-related requirements of the Mortgage Loans, including any requirement related to completion of the Development. The Borrower shall pay all costs to complete construction of the Development in accordance with the Loan Documents and Section 42 of the Code. The obligation of the Borrower under this Section 7.2 shall be unconditionally guaranteed by the Guarantor pursuant to a completion guaranty.

B. The Borrower further unconditionally covenants and warrants that it shall cause the Development to become a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code) by the end of the year following the year in which the first building in the Development, which is required to contain Low-Income Units, is placed in service in accordance with the terms of the Tax Credit Allocation.

ARTICLE VIII
BOOKS AND REPORTING

Borrower unconditionally covenants and warrants that it shall comply with all financial and compliance monitoring requirements of TCAP, the Loan Documents, and the Compliance, Financial Monitoring and Servicing Agreement dated as of the date hereof among Florida Housing, Borrower and the Servicer (the “Compliance, Financial Monitoring and Servicing Agreement”) Closing Date.

ARTICLE IX
ASSET MANAGEMENT

Section 9.1 Appointment of Asset Manager.

A. Florida Housing shall perform certain asset management duties and shall be referred to as the “Asset Manager.”
B. Florida Housing may appoint a third party Asset Manager to perform its asset management duties hereunder. Florida Housing hereby appoints the Servicer to perform certain asset management/servicing duties hereunder, as well as certain duties under the Compliance, Financial Monitoring and Servicing Agreement, as of the **Closing Date**.

**Section 9.2 Asset Management Duties, Covenants and Warranties.**

A. The Servicer will, among other things, provide the following services to the Development:

(i) select and consult with the Inspector;

(ii) review the use of the proceeds of the Loan to ensure such proceeds are being spent only in accordance with the requirements of this Agreement, in particular and without limitation, Article IV hereof, and with Program Requirements;

(iii) review and report to Florida Housing, no less than quarterly, on the progress of construction of the Development (including, without limitation, its compliance with the Construction Draw Schedule, the Plans and Specifications, the Budget, any Change Orders, and any changes to anticipated sources and uses) and on any other matters which, in the judgment of the Servicer, may adversely affect the ability of the Borrower to complete construction of the Development;

(iv) review all financial status reports required to be delivered pursuant to the Compliance, Financial Monitoring and Servicing Agreement;

(v) review all compliance monitoring reports required to be delivered pursuant to the Compliance, Financial Monitoring and Servicing Agreement; and

(vi) advise Florida Housing as to such measures as may be necessary or desirable to remedy any unfavorable compliance or financial circumstances concerning the Development.

B. The Borrower and the Servicer each covenant and warrant that Borrower and Servicer are not related parties, nor are they affiliated in any way.

C. The Servicer may, and upon the direction of and following consultation with Florida Housing shall, take such of the following actions with respect to the Development as it and/or Florida Housing shall deem advisable:

(i) declare that an Event of Default has occurred hereunder, specifying the nature of said Event of Default;
(ii) exercise any of the remedies provided to Florida Housing pursuant to this Agreement with respect to an Event of Default;

(iii) recommend to Florida Housing (I) that further disbursements of TCAP Funds be delayed, suspended or terminated, (II) that the Developer, the Manager, the Contractor or any other party providing services to the Borrower be replaced, (III) any appropriate measures to assure that the Completion Date can be achieved within the applicable time period and available resources, (IV) such measures as may be needed to address instances of noncompliance with Program Requirements, the Extended Use Agreement, the Land Use Restriction Agreement, the requirements of this Agreement or the Loan Documents; and

(iv) advise Florida Housing that a Recapture Event has occurred or that circumstances exist which may give rise to a Recapture Event, together with making such suggestions for remediation as the Servicer deems appropriate.

In all such instances, the Servicer shall also advise Florida Housing as to any steps being taken by the Tax Credit Investor and/or the Lender to address the particular conditions giving rise to the Servicer’s actions or concerns.

Section 9.3 Asset Management Fee.

A. In consideration for the monitoring of and providing quality assurance for the services and obligations of the Asset Manager, the Borrower hereby agrees to pay to Florida Housing an annual fee of $2,000.00 (the “Asset Management Fee”).

B. In consideration of the services and obligations of the Servicer hereunder, the Borrower hereby agrees to pay to the Servicer fees for certain asset management functions, compliance monitoring and financial monitoring (the “Servicing Fee”) as provided in the Compliance, Financial Monitoring and Servicing Agreement, as well as an annual fee of $3,000.00 (the “Servicer Asset Management Fee”).

C. The Asset Management Fee and the Servicer Asset Management Fee payable pursuant to this Agreement are distinct from and independent of fees for financial monitoring and compliance monitoring that may be collected by Florida Housing pursuant to its Qualified Allocation Plan, as applicable to the Development.

D. TCAP Funds may not be used to pay any portion of the Asset Management Fee or the Servicer Asset Management Fee.

ARTICLE X
DEFAULT; TERMINATION

Section 10.1 Default.
A. Any of the following events shall constitute an “Event of Default” under this Agreement:

(i) a breach by the Borrower of any of its representations, warranties or covenants contained in this Agreement or in the performance of any of its obligations under this Agreement, in either event that (a) has or might reasonably be expected to have a material adverse impact on the operation of the Development, and (b) is not cured within thirty (30) Business Days (in the case of a monetary default) or sixty (60) Business Days (in the case of a non-monetary default) following notice of such breach or default from the Servicer to the Borrower, provided, however, that if a non-monetary default cannot reasonably be cured within sixty (60) Business Days and the Borrower commences a cure within sixty (60) Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to the lesser of (x) an additional thirty (30) Business Days or (y) the latest permissible date for correction of the applicable breach under the Program Requirements without causing a Recapture Event; or

(ii) the commencement of foreclosure proceedings with respect to any Mortgage, which have not been withdrawn or dismissed within thirty (30) calendar days after the date of such commencement; or

(iii) a violation of any law, regulation or order applicable to the Borrower or the Development that has or might reasonably be expected to have a material adverse impact on the operation of the Development and is not cured within the applicable cure period, if any, provided in such law, regulation, or order; or

(iv) a default has occurred under the Extended Use Agreement or the Land Use Restriction Agreement which is not cured within the time period for cure as provided therein; or

(v) gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity by the Borrower or any Affiliate of the Borrower providing services to or in connection with the Borrower or the Development; or

(vi) the Completion Date as set forth in the Construction Draw Schedule has been delayed by more than sixty (60) calendar days and the Borrower has failed to submit an acceptable Action Plan to Florida Housing and the Servicer in accordance with Section 4.3B; or

(vii) the Contractor is debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD; or
(viii) repeated or prolonged failure to provide reports required by the Compliance, Financial Monitoring and Servicing Agreement; or

(ix) a Recapture Event shall occur and the Recapture Amount (and any other amounts) due in connection therewith shall remain unpaid for a period of ten (10) Business Days after notice thereof from Florida Housing, unless a later date is specified in such notice; or

(x) the Borrower fails to comply with, or any default has occurred under, this Agreement or any of the Loan Documents which Borrower fails to correct within any applicable grace or cure period; or

(xi) the Borrower violates any of the covenants contained in Section 5.3 hereof; or

(xii) a default shall occur under any of the Mortgage Loans which Borrower fails to correct within any applicable grace or cure period; or

(xiii) the Borrower (acting as the Sub-Recipient of TCAP Funds) or its Vendor(s) (as defined by HUD in relation to the TCAP Program) does not submit the Sub Recipient and Vendor Report one week before the end of each calendar quarter.

Section 10.2 Remedies on Default.

A. Florida Housing shall have the right to exercise any of the following remedies upon an Event of Default:

(i) temporarily, wholly or partially, suspend making payments of TCAP Funds under this Agreement pending correction of the deficiency or default by the Borrower;

(ii) cease, in whole or in part, making any further payments under this Agreement;

(iii) terminate this Agreement;

(iv) disallow all or part of the cost of the activity or action not in compliance;

(v) require that the Developer, the Manager, the Contractor or any other party providing services to the Borrower be replaced;

(vi) remove the General Partner of the Borrower and require the Borrower to provide for an alternate entity, acceptable in advance by Florida Housing,
to act in its stead, pending appointment of a replacement general partner under the organizational documents of the Borrower;

(vii) draw upon and apply any escrows and/or reserve accounts in accordance with their terms;

(viii) exercise any rights it may have under the TCAP Mortgage (in the event of a default under this Agreement or the Loan Documents) and the Assignment Instruments, including but not limited to foreclosure of the liens thereunder;

(ix) exercise any other rights and remedies that may be available under the Loan Documents; and

(x) exercise any other rights and remedies that may be available under law or in equity.

B. In addition to the remedies described in Section 10.2A above, the Borrower shall, upon demand by Florida Housing following an Event of Default, (i) repay to Florida Housing any amount of TCAP Funds previously disbursed to the Borrower under the terms of this Agreement and (ii) pay to Florida Housing an amount equal to the costs and fees, including attorneys’ fees and costs, incurred by Florida Housing in connection with the Event of Default and/or the exercise of remedies with respect thereto.

C. Any cure made or tendered by any Lender or any Tax Credit Investor shall be accepted or rejected on the same basis as a cure made directly by the Borrower, to the extent not inconsistent with Program Requirements. Florida Housing may defer the enforcement of remedies upon the occurrence of an Event of Default for such period as it determines appropriate, if it determines that the Tax Credit Investor or any Lender is in the process of taking appropriate measures to correct the circumstances giving rise to the Event of Default.

D. Each right and remedy provided in this Agreement is distinct from all other rights or remedies under this Agreement, the TCAP Mortgage, the Assignment Instruments, the Extended Use Agreement, the Land Use Restriction Agreement or the Loan Documents, or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

Section 10.3 Third-Party Rights to Notice and Cure.

Florida Housing shall provide the Lenders and the Tax Credit Investor with a copy of any written notice of default provided to the Borrower pursuant to the terms of this Article X. Florida Housing hereby agrees that any cure of any default made or tendered by any Lender or the Tax Credit Investor shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if such cure were made or tendered by the Borrower.
Section 10.4 Enforcement; Specific Performance.

The Borrower acknowledges that the primary purpose for requiring compliance by the Borrower with the restrictions provided in this Agreement is to assure compliance of the Development and the Borrower with Section 42 of the Code and the Program Requirements, AND BY REASON THEREOF, THE BORROWER IN CONSIDERATION FOR RECEIVING THE LOAN FOR THIS DEVELOPMENT HEREBY AGREES AND CONSENTS THAT FLORIDA HOUSING SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED ABOVE OR BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE BORROWER (AND ITS SUCCESSORS AND ASSIGNS) OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY STATE COURT OF COMPETENT JURISDICTION FOR ANY AND ALL BREACH OF THE CONDITIONS AND RESTRICTIONS HEREOF. The Borrower hereby further specifically acknowledges that the beneficiaries of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Tax Credit Compliance.

The provisions of this Agreement are intended to comply with Section 42 of the Internal Revenue Code, as well as TCAP, as the same may be amended or interpreted from time to time by regulation or public pronouncement issued by the IRS. If any provision of this Agreement is inconsistent with any provisions of Code Section 42, TCAP, or official IRS interpretations thereof, then such inconsistent provision(s) shall be construed and applied in a manner so as to comply with Code Section 42 and TCAP.

Section 11.2 Notices.

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given (i) two (2) Business Days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) Business Day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telexcopier or other facsimile transmission, answerback requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to all other parties:

Florida Housing: Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attention: Executive Director
Phone: (850) 488-4197
Fax: (850) 488-9809
with a copy to: Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.
Phone: (407) 581-9800
Fax: (407) 581-9801

**Borrower:** Renaissance Preserve II, LLLP
200 South Division Street
Buffalo, New York 14204
Attention: Richard L. Higgins
Phone: (716) 847-1098
Fax: (716) 847-1668

with a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Museum Tower, Suite 2200
150 West Flagler Street
Miami, Florida 33130
Attention: Brian J. McDonough, Esq.
Phone: (305) 789-3200
Fax: (305) 789-3395

---

**Lenders**

Lender (pursuant to Sections 6.3 or 10.3): U.S. Bank National Association, as Trustee
500 W. Cypress Creek Road, Suite 560
Fort Lauderdale, Florida 33309
Attention: Scott Schuhle, Corporate Trust Services
Phone: (954) 776-2216
Fax: (954) 776-2629

with a copy to: __________________________
_______________________________
Attention: __________________________
Phone: (____) __________
Fax: (____) __________

**Tax Credit Investor**
(pursuant to Sections 6.3 or 10.3): __________________________
_______________________________
Attention: __________________________
Phone: (____) __________
Section 11.3 Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

(i) Words importing the singular number include the plural number and words importing the plural number include the singular number;
(ii) Words of the masculine gender include correlative words of the feminine and neuter genders, and vice-versa;

(iii) The table of contents and the headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect;

(iv) Words importing persons include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof;

(v) Any reference in this Agreement to a particular “Article,” “Section,” or other subdivision shall be to such Article, Section, or subdivision of this Agreement unless the context shall otherwise require;

(vi) Each reference in this Agreement to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract unless the context shall otherwise require; and

(vii) When any reference is made in this document or any of the schedules or exhibits attached to this Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

Section 11.4 Binding Provisions.

The covenants and agreements contained herein shall run with the Land and shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 11.5 Assignments.

This Agreement and the proceeds of the Loan may not be assigned, pledged, hypothecated, transferred, mortgaged or otherwise conveyed by the Borrower to any Person or Entity, by operation of law or otherwise, and Borrower may not delegate its duties hereunder without the prior written approval of Florida Housing.

Section 11.6 Absence of Rights in Third-Parties.

No provision of this Agreement shall be construed in any manner so as to create any rights in Persons or Entities that are not a party to this Agreement other than as provided in Section 10.4 hereof. The provisions of this Agreement shall be interpreted solely to define specific duties and responsibilities between the Borrower, Florida Housing and the Servicer (as agent and representative of Florida Housing), and shall not provide any basis for claims of any other Person or Entity other than HUD.
All conditions of Florida Housing hereunder are imposed solely and exclusively for the benefit of Florida Housing and its successors and assigns, and no other Person or Entity shall have standing to require satisfaction of such conditions or be entitled to assume that Florida Housing will fund Requisitions in the absence of strict compliance with any or all thereof, and no other Person or Entity shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by Florida Housing at any time if, in its sole discretion, it deems it desirable to do so. In particular, Florida Housing makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction by Borrower of the Improvements or the absence therefrom of defects.

Section 11.7 Borrower Not Florida Housing's Agent.

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

Section 11.8 Florida Housing Not Liable for Damage or Loss.

All inspections and other services rendered by or on behalf of Florida Housing or the Servicer shall be rendered solely for the protection and benefit of Florida Housing. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against Florida Housing or the Servicer or against their agents or employees for failure to properly discharge their duties.

Section 11.9 Florida Housing Not Obligated to Insure Proper Disbursement of TCAP Funds to Third Parties.

Nothing contained in this Agreement, or any of the Loan Documents, shall impose upon Florida Housing any obligation to oversee the proper use or application of any disbursements and advances of TCAP Funds made pursuant to the Loan.

Section 11.10 Applicable Law.

The laws of the State of Florida shall control the construction, interpretation and enforcement of this Agreement and all matters related to this Agreement notwithstanding its place of execution and delivery.

Section 11.11 Consent to Jurisdiction.

Any action to enforce or interpret this Agreement, whether arising in contract or tort, by statute or otherwise, may be brought in or removed to a state or federal court of competent jurisdiction in or for Lee or Leon Counties, Florida, and parties hereto hereby submit themselves to the jurisdiction of said courts.
**Section 11.12 Attorneys’ Fees.**

The nonprevailing party(ies) agrees to pay all costs of collection and/or enforcement against the prevailing party(ies) under this Agreement, including reasonable legal fees and costs, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors’ proceeding or otherwise.

**Section 11.13 Waiver.**

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

**Section 11.14 Counterparts.**

This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**Section 11.15 Survival.**

All representations, warranties, and indemnifications contained herein shall survive the termination of this Agreement.

**Section 11.16 Sole Discretion of Florida Housing.**

Wherever pursuant to this Agreement (a) Florida Housing exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Florida Housing, or (c) any other decision or determination is to be made by Florida Housing, the decision of Florida Housing to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by Florida Housing, shall be in the sole and absolute discretion of Florida Housing and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

**Section 11.17 Separability of Provisions; Rights and Remedies; Consistency with Program Requirements.**

A. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.
B. Unless otherwise specifically provided herein, the rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention by this paragraph to make clear that under this Agreement the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

C. The provisions of this Agreement are intended to implement TCAP in accordance with the Program Requirements and with Section 42 of the Code as applicable to TCAP, and shall be interpreted consistently therewith. In the event of any conflict between the provisions of this Agreement and the Program Requirements, the Program Requirements shall govern and, to the extent necessary, the inconsistent provisions of this Agreement shall be without effect.

Section 11.18 Conflict of Interest.

No person (i) who is a director, officer, member, official, employee, agent, consultant, or elected or appointed official of Florida Housing or of any applicant that received TCAP Funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with TCAP Funds provided under this Agreement, or (ii) who is in a position to participate in the decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a TCAP-assisted activity, or have an interest in any contract, subcontract or agreement (or the proceeds thereof) with respect to a TCAP-assisted activity either for themselves or those whom they have family or business ties, during their tenure and for one (1) year thereafter.

Section 11.19 Non-Discrimination.

The Borrower shall ensure that no person shall on the grounds of race, color, religion, sex, disability, familial status, age or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with TCAP Funds provided under this Agreement.

ARTICLE XII
INDEMNIFICATION FROM THIRD PARTY CLAIMS

Borrower shall indemnify and hold harmless Florida Housing and the Servicer from any liability, claims or losses, including attorneys’ fees and costs, resulting from the disbursement of the Loan proceeds to Borrower or its designee or from the condition of the Development, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan. This provision shall survive the repayment or forgiveness of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.
Whether or not the Loan is made under this Agreement or any Requisitions are approved and funds so advanced, the Borrower shall, on demand, pay or reimburse Florida Housing and its assignees and agents for (a) all transfer, documentary, stamp and similar taxes, broker's fees and commissions, surveys, travel expenses, photocopying, secretarial overtime and long distance telephone charges (including but not limited to those imposed by Florida Housing's counsel), abstracting charges, policies and all endorsements therefor, license and permit fees, fees and costs of the Inspector and Florida Housing’s disbursing agent(s), and all recording and filing fees, payable in connection with, arising out of or in any way related to the execution, delivery and performance of the Loan Documents or the making of the Loan, and (b) all of Florida Housing's costs and expenses incurred, including fees and disbursements of legal counsel and other experts employed or retained by Florida Housing, and all payments made, and indemnify and hold Florida Housing harmless from and against all losses suffered, by Florida Housing in connection with, arising out of, or in any way related to (i) the negotiation, preparation, execution and delivery of (A) the Loan Documents (whether or not executed), (B) any waiver, amendment or consent thereunder or thereto, (ii) the administration of any operations under the Loan Documents, (iii) consulting with respect to any matter in any way arising out of, relating to, or connected with, the Loan Documents, including but not limited to the enforcement by Florida Housing of any of its rights thereunder or the performance by Florida Housing of any of its obligations thereunder, (iv) protecting, preserving, exercising or enforcing any of the rights of Florida Housing under the Loan Documents, (v) any appraisals, (vi) any claim (whether asserted by Florida Housing, the Borrower or any other Person and whether asserted before or after the payment, performance and observance in full of the Borrower's obligations hereunder, under the TCAP Note, or the other Loan Documents) and the prosecution or defense thereof, in any way arising under, related to, or connected with, the Loan Documents, including but not limited to the enforcement by Florida Housing of any of its rights thereunder or the performance by Florida Housing of any of its obligations thereunder, (vii) any governmental investigation arising out of, relating to, or in any way connected with the Loan Documents, except that the foregoing indemnity shall not be applicable to any loss suffered by Florida Housing to the extent such loss is determined by a judgment of a court that is binding on Florida Housing, final and not subject to review on appeal, to be the result of acts or omissions on Florida Housing's part constituting willful misconduct, knowing violations of law or, in the case only of claims by the Borrower against Florida Housing, Florida Housing's failure to observe any other standard applicable to Florida Housing under any of the other provisions of this Agreement, or the Loan Documents or, but only to the extent not available thereunder, applicable law.

Borrower hereby authorizes Florida Housing to pay any and all expenses or other amounts for which Borrower is obligated under this Article from the proceeds of disbursement under the Loan, and no further authorization for such disbursement and payment shall be required from Borrower or any Guarantor, if any. In no event shall Florida Housing be obligated to make any such disbursement or payment and Borrower shall in any event remain unconditionally obligated to pay any and all such amounts. All obligations of Borrower under this Article shall bear interest at the Default Interest Rate provided for in the TCAP Note from the date of Florida Housing's payment thereof or request to Borrower for payment thereof (whichever shall first occur) and shall be part of the obligations secured by the Development encumbered by the TCAP Mortgage and the other Loan Documents.
[COUNTERPART SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

FLORIDA HOUSING:

WITNESSES: FLORIDA HOUSING FINANCE CORPORATION

______________________________
Print:

By:______________________________
    Kevin L. Tatreau
    Director of Multifamily Development Programs

______________________________
Print:

Address: 227 N. Bronough Street, Suite 5000
         Tallahassee, Florida 32301-1329

[SEAL]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of February, 2010, by KEVIN L. TATREAU, as Director of Multifamily Development Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name:______________________________
My Commission Expires:_____________________
My Commission No.:_______________________
IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

BORROWER:

RENAISSANCE PRESERVE II, LLLP,
a Florida limited liability limited partnership

By: NORSTAR RENAISSANCE PRESERVE FAMILY I, INC., a Florida corporation,
its managing general partner

Print:____________________________________
By:____________________________________

______________________________
Print:______________________________

Address: 200 South Division Street
          Buffalo, New York 14204

[CORPORATE SEAL]

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me this _____ day of February, 2010, by RICHARD L. HIGGINS, as Vice President of NORSTAR RENAISSANCE PRESERVE FAMILY I, INC., a Florida corporation, the managing general partner of RENAISSANCE PRESERVE II, LLLP, a Florida limited liability limited partnership, on behalf of the corporation and the limited liability limited partnership. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of New York
Print Name:____________________________________
My Commission Expires:__________________________
My Commission No.:____________________________
COUNTERPART SIGNATURE PAGE TO FLORIDA HOUSING FINANCE CORPORATION
TCAP WRITTEN AGREEMENT

(Renaissance Preserve / Tax Credit Assistance Program / RFP 2009-04 / 2009-059CXT)

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

SERVICER:

WITNESSES: FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA,
a Florida corporation

Print: ________________________________ By: ________________________________

_____________________________ Edward A. Busansky
Senior Vice President

Address: 1715 N. Westshore Blvd., Suite 700
Tampa, Florida 33607

[SEAL]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of February, 2010, by EDWARD A. BUSANSKY, as Senior Vice President of FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA, a Florida corporation, on behalf of the corporation. Said person is personally known to me or has produced a valid driver's license as identification.

_____________________________________
Notary Public; State of Florida
Print Name: ________________________________
My Commission Expires: ________________________________
My Commission No.: ________________________________
## EXHIBIT C

### AUTHORIZED OFFICER(S) OF BORROWER

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Specimen Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT D
DEVELOPMENT INFORMATION REPORT

Name of Development Owner
______________________________________

Development Address
______________________________________
______________________________________

Contact Information for Development Owner
Name: ____________________________________
Email: ____________________________________
Phone: ____________________________________
Fax: ______________________________________

Total Number of Units: ______

Total Number of Low-Income Units: _____

Total Number of Extremely Low-Income Units: _____

Total Number of Section 504 Accessible Units: ______

Total Number of Energy Star-Qualified Units: ______

TCAP Loan/Award Amount: $________

Annual Tax Credits Award Amount: $________

Tax Credit Award Pool (circle one)
2007
2008
2009

Source of Tax Credits (circle one)
Section 42(h)
Disaster Credits under Section 1400N
Other: ________________________________

Type of Development (circle one)
New Construction
Acquisition with Rehabilitation
Rehabilitation
EXHIBIT E

SUB RECIPIENT AND VENDOR REPORTS

[Attached behind]
## SUB RECIPIENT REPORT

<table>
<thead>
<tr>
<th>Quarter Reporting: (circle one)</th>
<th>Jan-Mar</th>
<th>Apr-Jun</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Type:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Recipient Award Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Recipient DUNS Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Award Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Recipient DUNS Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Recipient CCR Number:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Recipient FRPIN Number:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Recipient Congressional District:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount of Sub Award:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Award Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sub Award Funds Disbursed:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Location: (street address, city, state, zip code+4, county)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Congressional District:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Country</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Recipient Highly Compensated Officers (Indication of Reporting Applicability – type “yes” or “no”)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, enter the name of officers and amount of compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Jobs funded by TCAP for reporting quarter:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Jobs funded by TCAP for reporting quarter:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BORROWER:

_________________________________,
a Florida ________________________

By:________________________________
Print:________________________________
Title:________________________________
Date:________________________________
### VENDOR REPORT (required for each vendor)

<table>
<thead>
<tr>
<th>Quarter Reporting: (circle one)</th>
<th>Jan-Mar</th>
<th>Apr-Jun</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Type:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Recipient Award Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Award Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor DUNS Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor CCR Number:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor HQ Zip Code+4:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product and Service Description:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment Amount:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Certification Statement]

**VENDOR:**

______________________________

a Florida ____________________

By:______________________________

Print:______________________________

Title:______________________________

Date:______________________________
EXHIBIT F

FORM OF
AFFIRMATIVE FAIR HOUSING MARKETING PLAN

[Attached behind]
## Affirmative Fair Housing
### Marketing AFHM Plan - Multifamily Housing

<table>
<thead>
<tr>
<th>1a. Applicant's Name, Address (including City, State &amp; Zip code) &amp; Phone Number</th>
<th>1c. Project/Contract Number</th>
<th>1d. Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1e. Rental Range</td>
<td>1f. Type of Housing</td>
<td></td>
</tr>
<tr>
<td>From $</td>
<td>Elderly</td>
<td>Family</td>
</tr>
<tr>
<td>To $</td>
<td>Mixed (Elderly/Disabled)</td>
<td></td>
</tr>
<tr>
<td>1g. Approximate Starting Dates (mm/dd/yyyy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1b. Development's Name, Location (including City, State and Zip code)</th>
<th>1h. Housing Market Area</th>
<th>1l. Census Tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1j. Managing Agent's Name &amp; Address (including City, State and Zip Code)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Type of Affirmative Marketing Area (check all that apply)
- a. Plan [ ] New [ ] Update

Reason for Update:

- b. Area
  - [ ] White (non-minority) Area
  - [ ] Minority Area
  - [ ] Mixed Area (with ______ % minority residents)

### 3. Direction of Marketing Activity (Indicate which groups in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)
- [ ] White
- [ ] American Indian or Alaskan Native
- [ ] Asian
- [ ] Black or African American
- [ ] Native Hawaiian or Other Pacific Islander
- [ ] Hispanic or Latino
- [ ] Persons with Disabilities
- [ ] Families with Children
- [ ] Other [ Specify] (e.g., specific ethnic group, religion)

### 4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)
- [ ] Newspapers/Publications
- [ ] Radio
- [ ] TV
- [ ] Billboards
- [ ] Other (specify)

Name of Newspaper, Radio or TV Station: ____________________________

Group Identification of Readers/Audience: ____________________________

Size/Duraton of Advertising: ____________________________

### 4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster

(1) Will brochures, letters, or handouts be used to advertise? [ ] Yes [ ] No  If "Yes", attach a copy or submit when available.

(2) For development site sign, indicate sign size ______ x ______; Logo type size ______ x ______. Attach a photograph of sign or submit when available.

(3) HUD's Fair Housing Poster must be conspicuously displayed whenever sales/rentals and showings take place. Fair Housing Posters will be displayed in the

- [ ] Rental Office
- [ ] Real Estate Office
- [ ] Model Unit
- [ ] Other (specify)
40. **Marketing Program: Community Contacts.** To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the group/organizations listed below which are located in the housing market area. If more space is needed, attach an additional sheet. Notify HUD-Housing of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

<table>
<thead>
<tr>
<th>Name of Group/Organization</th>
<th>Group Identification</th>
<th>Approximate Date (mm/dd/yyyy)</th>
<th>Person Contacted (or to be Contacted)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address & Phone Number | Method of Contact | Indicate the specific function the Group/Organization will undertake in implementing the marketing program

6. **Future marketing Activities.** Mark the box(es) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied:

- Newspapers/Publications
- Radio
- Community Contacts
- Brochures/Leaflets/Handouts
- TV
- Other (Specify) 6b. Staff has affirmative marketing experience: □ No □ Yes

6. **Experience and Staff Instructions.** (See instructions)

6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFRM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. **Additional Considerations.** Attach additional sheets as needed.

8. **Review and Update.** By signing this form, the applicant agrees to review their AFRM Plan at least every 5 years and update as needed to ensure continued compliance with HUD’s Affirmative Fair Housing Marketing Regulations (24 CFR 202.800).

<table>
<thead>
<tr>
<th>Name (type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title &amp; Name of Company</td>
</tr>
</tbody>
</table>

For HUD-Office of Housing Use Only

<table>
<thead>
<tr>
<th>Reviewing Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature &amp; Date (mm/dd/yyyy)</td>
</tr>
</tbody>
</table>

For HUD-Office of Fair Housing and Equal Opportunity Use Only

<table>
<thead>
<tr>
<th>Approval ___ Disapproval ___</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature &amp; Date (mm/dd/yyyy)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name (type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

Previous editions are obsolete Page 2 of 4 ref. Handbook 8025:1 form HUD-935.2A (8/2006)

TCAP Written Agt (TCAP)
Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

The Affirmative Fair Housing Marketing (AFHM) Plan is used to ensure that insured and subsidized multifamily housing projects are taking necessary steps to eliminate discriminatory practices and to overcome the effects of past discrimination involving Federally insured and subsidized housing. No application for any housing project insured or subsidized under the Department of Housing and Urban Development’s (HUD) housing programs can be funded without a HUD approved AFHM Plan (See the “Applicability” section in the instructions below.) Multifamily housing projects must have an updated AFHM Plan in effect for the life of HUD’s mortgage insurance. The responses are required to obtain or retain benefits under the Fair Housing Act, Section 808(c)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature.

Applicability: This form is to be completed by all insured or subsidized: multifamily housing projects.

Each applicant is required to carry out an affirmative program to attract prospective tenants of all minority and non-minority groups in the housing market area regardless of their race, color, religion, sex, national origin, disability, familial status, or religious affiliation. Racial groups include White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander. Other groups in the housing market area who may be subject to housing discrimination include, but are not limited to, Hispanic or Latino, persons with disabilities, families with children, or persons with different religious affiliations. The applicant shall describe in the AFHM Plan the proposed activities to be carried out during advance marketing, where applicable, and during all rent ups. The affirmative marketing program also should ensure that any group(s) of persons ordinarily not likely to apply for this housing without special outreach (See Part 3), know about the housing, feel welcome to apply and have the opportunity to rent.

INSTRUCTIONS

Send completed form to: your local HUD Office
Attention: Director, Office of Housing

Part 1-Applicant and Project Identification.
Blocks 1a thru 1f-Self-Explanatory. Block 1g-the applicant should specify the approximate date for starting the marketing activities and the anticipated date of initial occupancy (if unoccupied). Block 1h-the applicant should indicate the housing market area, in which the housing will be (is) located. Block 1i - the applicant may obtain census tract location information from local planning agencies, public libraries and other sources of census data. Block 1j the applicant should complete only if a Managing Agent (the agent can not be the applicant) is implementing the AFHM Plan.

Part 2-Type of Affirmative Marketing Plan:
Applicants for multifamily housing projects should indicate the status of the AFHM Plan, e.g. new or update. Please provide the reason for the current update. (Section 7 may be used if additional space is needed. The AFHM Plan should also indicate the racial composition of the housing market area in which the housing will be (is) located by checking one of the three choices.

Part 3-Direction of Marketing Activity. Indicate which group(s) the applicant believes are least likely to apply for this housing without special outreach. Consider factors such as rent for housing, sponsorship of housing, racial/ethnic characteristics of housing market area in which housing will be (is) located, disability, familial status, or religious affiliation of eligible population, public transportation routes, etc.

Part 4-Marketing Program. The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in Part 3 of this AFHM Plan as present in the housing marketing area and are least likely to apply. The applicant shall state: the type of media to be used, the names of
newspaper/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in the AFHM Plan (e.g., White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, persons with disabilities, families with children, and religious affiliation) and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the housing market area or the locality, that can influence persons within groups considered least likely to apply. Such contacts may include, but need not be limited to: neighborhood, minority and women’s organizations, grass roots faith-based or other community based organizations, labor unions, employers, public and private agencies, disability advocates, schools and individuals who are connected with these organizations and/or are well-known in the community. Applicants should notify their local HUD-Office of Housing of any changes to the list in Part 4c of this AFHM Plan.


Part 6-Experience and Staff Instructions.
6a. The applicant should indicate whether he/she has had previous experience in marketing housing to group(s) identified as least likely to apply for the housing.

6b. Describe the instructions and training provided or to be provided to rental staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this AFHM Plan.

Copies of any written materials should be submitted with the AFHM Plan, if such materials are available.

Part 7-Additional Considerations. In this section describe other efforts not previously mentioned which are planned to attract persons least likely to apply for the housing.

Part 8-Review and Update. By signing, the applicant assumes full responsibility for implementing the AFHM Plan, and for reviewing and updating the Plan at least every 5 years. HUD may monitor the implementation of this AFHM Plan at any time and request modification in its format or content, where deemed necessary.

Notice of Intent to Begin Marketing. No later than 90 days prior to the initiation of rental marketing activities, the applicant with an approved AFHM Plan shall submit notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance Regulations (24 CFR Part 108.15). It is submitted either orally or in writing to the Office of Housing in the appropriate HUD Office servicing the locality in which the proposed housing will be located.

OMB approval of the Affirmative Fair Housing Plan includes approval of this notification procedure as part of the AFHM Plan. The burden hours for such notification are included in the total designated for this AFHM Plan form.
EXHIBIT G

FORM OF
CERTIFICATE REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: ___________________________ DATE: _______________________

Name:
Title:
EXHIBIT H

APPLICABLE LEGAL REQUIREMENTS

The Fair Housing Act (42 U.S.C. 3601, et seq.) and implementing regulations and executive orders.

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations and executive orders.

The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations and executive orders.

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., Section 794) and implementing regulations and executive orders.

Note: For new construction developments and developments undergoing substantial rehabilitation, five percent (5%) of the units must be accessible to persons with mobility impairments and two percent (2%) of the units must be accessible to persons with hearing or vision impairments (See 24 CFR 8.22). Substantial rehabilitation for a multifamily rental development is defined in 24 CFR 8.23 as a development with 15 or more units for which the alterations would equal more than seventy-five percent (75%) of the replacement cost of the facility. For developments in which the rehabilitation is not substantial, the Section 504 provisions are applicable only to the maximum extent feasible. (See 24 CFR 8.23).


Note: The lead-based paint requirements are applicable to rehabilitation Developments only.

American Recovery and Reinvestment Act of 2009, Section 1606 of Division A (Davis-Bacon Prevailing Wages).


Affirmatively Furthering Fair Housing -- Borrower shall comply with and follow the Affirmative Fair Housing Marketing Plan established by Florida Housing.

Signage -- Borrower shall comply with all applicable signage requirements of ARRA.
## EXHIBIT I

### ELI COUNTY CHART

<table>
<thead>
<tr>
<th>County</th>
<th>ELI Set-Aside AMI level</th>
<th>County</th>
<th>ELI Set-Aside AMI level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay</td>
<td>40%</td>
<td>Marion</td>
<td>40%</td>
</tr>
<tr>
<td>Brevard</td>
<td>33%</td>
<td>Miami-Dade</td>
<td>33%</td>
</tr>
<tr>
<td>Broward</td>
<td>28%</td>
<td>Monroe</td>
<td>28%</td>
</tr>
<tr>
<td>Escambia</td>
<td>35%</td>
<td>Okaloosa</td>
<td>30%</td>
</tr>
<tr>
<td>Highlands</td>
<td>45%</td>
<td>Palm Beach</td>
<td>28%</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>35%</td>
<td>Pinellas</td>
<td>35%</td>
</tr>
<tr>
<td>Jackson</td>
<td>45%</td>
<td>Polk</td>
<td>40%</td>
</tr>
<tr>
<td>Lake</td>
<td>33%</td>
<td>St. Lucie</td>
<td>33%</td>
</tr>
<tr>
<td>Lee</td>
<td>33%</td>
<td>Volusia</td>
<td>40%</td>
</tr>
<tr>
<td>Leon</td>
<td>33%</td>
<td>Walton</td>
<td>40%</td>
</tr>
<tr>
<td>Manatee</td>
<td>33%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT J

CONSTRUCTION DRAW SCHEDULE
(and Budget)