



Indian River County

American Rescue Plan (ARP)
Grant Application For New
Multi-Family Housing Construction

Submitted To:
Indian River County
Planning Division
SHARP@ircgov.com
1801 27th Street
Vero Beach, FL 32960

Submitted By:
Housing Trust Group, LLC.
Matthew A. Rieger
3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133



**INDIAN RIVER COUNTY PLANNING DIVISION
1801 27th STREET
VERO BEACH, FL 32960
(772) 226-1250**

AMERICAN RESCUE PLAN (ARP) Grant Application For New Multi-Family Housing Construction

This grant opportunity is available for **one** qualified Non-Profit and/or For-Profit multi-family housing developer (rental units), seeking developer selection preference under the Local Government Areas of Opportunity Designation of a Florida Housing Finance Corporation Request for Applications (RFA 2022-021). Through the RFA process, the state accepts applications from qualified developers seeking Low Income Housing Tax Credit financing (LIHTC) for the construction of multi-family housing. The LIHTC provides a credit towards federal tax liability for developers of multi-family units.

For the 2022 funding cycle, a local government is required to provide a cash contribution to obtain the Local Government Areas of Opportunity Designation funding preference. Indian River County has made this contribution available via grant funds.

Please note the following requirements:

- A developer who is awarded this ARP Grant is not eligible for housing grants through the State Housing Initiative Partnership (SHIP) program. In addition, funds may not be used for the exact same expense that was paid by other federal housing programs for the same time period.
- This assistance is in the form of a GRANT, and repayment is not required provided applicant complies with federal and state housing program requirements.
- The proposed multi-family project must be located within Indian River County.
- To allow for local review and consideration, applications shall be due to Indian River County by no later than September 1, 2022.
- The Florida Housing Finance Corporation limits local governments to supporting only one application per funding cycle.
- The Indian River County State Housing Initiative Partnership (SHIP) Loan Review Committee shall review and select one application to submit for funding.
- There are specific grant expenditure time frames that will need to be met for the County to comply with Federal funding requirements. The applicant selected by the County to submit an application must be able to meet local, state, and federal expenditure time frame requirements.

The following items must be completed and submitted electronically to: SHARP@ircgov.com no later than September 1, 2022:

1. Completed application form
2. Copy of the property Deed or contract to purchase - See "Attachment 3"
3. Federal and/or State Program application information - We will be applying for the 2022-201 RFA with Florida Housing Finance Corporation
4. Project description narrative (provide attachment if needed)

Our vision is to redevelop a vacant underutilized property into a green, first class, affordable housing development. Amenities for the project include a clubhouse, fitness center, business center, swimming pool, parking, and outdoor recreational areas. The project will be intended for a senior demographic. The unit mix for the building will consist of 39 1/1 units and 40 2/2 units for a total of 79 units. The site plan consists of three residential buildings and a separate clubhouse. The buildings will be three-story wood construction garden style.

Please see "Attachment 4" with a project breakdown including site plan & elevations.

5. Active registration on SAM.gov - Please see "Attachment 6" with detailed explanation on status
6. Completed Risk Assessment Questionnaire - Included
7. Completed Sub-Recipient Agreement - Included

Attachments:

1. APPLICATION FORM
2. RISK ASSESSMENT QUESTIONNAIRE
3. SUB-RECIPIENT AGREEMENT

AMERICAN RESCUE PLAN (ARP) Grant Application For New Multi-Family Housing Construction

I. APPLICANT INFORMATION (PRINT OR TYPE ALL INFORMATION)

The applicant is the person (s) or entity who holds (or will hold) title to the housing units identified in this application.

Applicant Business
or Organization: Housing Trust Group, LLC (or a single purpose entity affiliate).

Federal Tax or Non-profit
Agency Identification Number: 20-5641453

Applicant Address: 3225 Aviation Ave, 6th Floor, Coconut Grove, FL

Applicant Phone: (305) 860 - 8188

Applicant Fax: (305) 639 - 8427

Applicant E-mail: Diliat@htgf.com

Applicant Contact Person: Dilia Tabora

I. PROPERTY INFORMATION (PRINT OR TYPE ALL INFORMATION)

- Subject Property Address (street, city, state and zip code)

4355 38TH AVE VERO BEACH, FL 32967

- Subject Property Tax Parcel Identification Number:

32 - 39 - 27 - 00000 - 3000 - 00018/0.

- Legal Description (attach separate description if necessary):

W1/2 OF NE1/4 OF NW1/4, LESS N 735 FT &LESS S 165 FT (OR BK 468 PP 255)

- The Mortgage Deed will be/is Held In What Name (s):
(Indicate name (s) exactly as it appears or will appear on deed)
HTG Vero Shores, LLC, Single Purpose Entity Affiliate of Housing Trust Group, LLC
(That will be created for the sole purpose of developing and owning this development, and the Purchase and Sale Agreement included herein will be assigned to this entity prior to submitting the application for funding to Florida Housing Finance Corporation).
- Number of Multi-family Units proposed: 79
- Unit data:

Type of apartment	Number of units	Sq. ft of living area for unit	Year built or to be built	Rent per unit
Efficiency				
One bedroom	39	700	2024	\$900 \$495
Two bedroom	40	900	2024	\$1080 \$594
Three bedroom				
Four bedroom				
Total number of units	79	63,300	2024	Varies

II. SPECIFIC PROJECT AND EXPERIENCE INFORMATION

1. Number of affordable units to be built

	# OF UNITS	% OF TOTAL
• Extremely low-income households (up to 30% MI) *33%	8	10%
• Very low-income households (up to 50% MI)		
• Low-income households (up to 80% MI)	71	90%
• Total number of units to be built	79	100%

* ELI percentage for Indian River County was 33% per Florida Housing Finance Corporation RFA 2021-201 for developments located in Medium Counties. Once FHFC updates this figure for this year we will commit to what that ELI amount is determined.

2. Funding Summary

FUNDING	AMOUNT (\$)	% OF TOTAL
Total project cost	\$23,129,567	100
Contribution by applicant	\$929,536	4%
Amount of loan from bank	\$4,484,000	19.4%
Amount of funds requested from Federal and/or State program	\$17,376,031	75.6%
Funds requested for LGAO Indian river	\$340,000	1%

3. Experience and ability to proceed with the project (provide attachments as needed)

- Funding Sources (please identify what funding is committed and what is applied for or will be applied for)?

The financial contribution obtained from the County will allow us to apply for the 9% Low Income Housing Tax Credits needed to move forward with this community. Senior communities like this provide quality of life to households that depend on fixed incomes and allow them more flexibility through increased disposable income. With the rent increases experienced throughout Florida, the need for these units is more exacerbated than ever before. This will be applied for in December 2022.

The amount of funding being requested from the County is \$340,000 for 79 units (around \$4,000 per unit). This grant will allow us to leverage roughly \$18MM in tax credit equity. If the project is awarded the tax credits from the State, we expect to complete full pre-development, site plan approvals, and permitting between April and December 2023. Once building permits are obtained, we can proceed towards closing and construction commencement, estimated in the first quarter of 2024. Considering a 12-month construction timeframe for a project this size, these units are expected to be available to seniors during the first quarter of 2025.

Other than the 9% tax credits, a private permanent loan supported by the property's cash flow will be the other funding source. These loans are obtained/applied for once we receive the tax credit award, during the credit underwriting period.

- How long has the organization/firm has been involved in building affordable housing projects?
Over 25 years. See "Attachment 1"
- How many affordable housing units has the organization/firm built within the prior 10 years (please provide address list)?
Over 2,400 units. See "Attachment 2" for detailed list.
- References (please provide list of references including names, addresses, phone numbers and email addresses).

Name	Address	Phone Numbers	E-mail Address
Raymond James	880 Carillon Parkway, St. Petersburg, FL 33716	(727)-567-5703	SeanJones@RaymondJames.com
Walker Dunlop	1001 Brickell Bay Dr Suite 2410, Miami, FL 33131	(781)-972-4940	jdeeney@walkerdunlop.com
Broward County Housing Authority	4780 North State Road 7 Lauderdale Lakes, FL 33319	(954)-739-1114 ext.2329	adeibert@bchaf1.org
Rivera Beach Housing Authority	2014 W 17th Ct, Riviera Beach, FL 33404	(561)-845-7450	jhurt@rivieabeachha.com
Southeast Overtown Park West CRA	819 NW 2nd Ave, Miami, FL 33136	(305)-679-6800	JMcQueen@miamigov.com
Chase Bank	277 Park Ave Fl 39, New York, New York, 10172, United States	(813)-483-8297	Tammy.Haylock-Moore@chase.com

III. DECLARATIONS

Please complete the following section.

If you answer "yes" to any questions below, please provide explanation on a separate sheet.

Applicant


- a. Are there any outstanding judgements against you or your organization? Yes No
- b. Have you or your organization ever declared bankruptcy? Yes No
- c. Have you or your organization had property foreclosed upon or given title or deed in lieu thereof ? Yes No
- d. Are you or your organization a party to a lawsuit, as either plaintiff or defendant? Yes No
- e. Have you or your organization directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure or judgement? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee? If "Yes" provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action) Yes No
- f. Are you or your organization presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes" give details as described in the preceding question. Yes No

IV. ACKNOWLEDGMENT AND AGREEMENT

The undersigned specifically acknowledge(s) and agree(s) that: (1) the award requested by this application will be secured by an agreement between the applicant and the Indian River County Board of County Commissioners; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the assistance indicated herein; (4) occupation of the property will be as indicated above; (5) verification or re-verification of any information contained in the application may be made at any time by the County, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by the County, even if the application is not approved; (6) the County, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; (7) the County, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property; (8) the County, its agents, successors and assigns may request and obtain a credit report(s) providing a credit history for me/us in completing the County review of this application.

**NOTICE - BE AWARE THAT:
FLORIDA STATUTE SECTION 837.06 - FALSE OFFICIAL STATEMENTS LAW STATES THAT:
"WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE," PUNISHABLE AS PROVIDED BY A FINE TO A MAXIMUM OF \$500.00 AND/OR MAXIMUM OF A SIXTY DAY JAIL TERM.**

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et. seq. and liability for monetary damages to the County, its agents, successors and assigns, insurers and any other person who may suffer any lost due to reliance upon any misrepresentation which I/we have made on this application.

X  _____ 8 / 24 / 2022
Applicant's Signature Date

X _____ / / _____
Co-Applicant's Signature (if any) Date

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

Attachment A

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Indian River County 1801 27th st Vero Beach, Florida, 32960	DUNS Number: 079208989 Taxpayer Identification Number: 596000674 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

DocuSigned by:
 Recipient: 

 69075E4695A2421...

Authorized Representative: Kristin Daniels

Title: Budget Director

Date signed: 5/13/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

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

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

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

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

Indian River County

5/13/2021

Recipient

Date

DocuSigned by:
Kristin Daniels
69075E4695A2421...


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract B <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application A b. initial award c. post-award</p>	<p>3. Report Type: <input checked="" type="checkbox"/> a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime _____ Subawardee Tier _____, if Known: Housing Trust Group, LLC 3225 Aviation Ave 6th Floor Coconut Grove, FL 33133 Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ \$340,000.00</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Rieger, Matthew, A 3225 Aviation Ave 6th Floor Coconut Grove, FL 33133</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  Print Name: Matthew A. Rieger Title: Manager Telephone No.: 305-860-8188 Date: 8/24/2022</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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


6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

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

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



Recipient

8/24/2022

Date

Signature of Authorized Official

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INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
1801 27th Street, Vero Beach, FL 32960-3388

American Rescue Plan Act Risk Assessment

Organization Name: Housing Trust Group, LLC

Representative: Matthew A. Rieger Date: 8/24/2022

- 1. Is your organization delinquent on any federal or state debt, including unpaid taxes?
 Yes No
- 2. Is your organization currently audited under the Single Audit Act?
 Yes No
- 3. How many state or local grant programs are currently being managed by your organization? See "Exhibit A"
- 4. How many Federal grant programs are currently being managed by your organization? See "Exhibit A"
- 5. Is your organization currently managing any other programs funded with American Rescue Plan Act dollars?
 Yes No
- 6. Does your organization have written policies and procedures for each of the following?
 - a. Accounting including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles?
 Yes No
 - b. Procurement including processes/standards that demonstrate principles of fair and open competition with evaluation of costs?
 Yes No
 - c. Conflict of interest including the process to identify and address any conflict?
 Yes No
 - d. Grant program compliance/management including systems, staffing and reporting?
 Yes No
 - e. What was the date your policies and procedures were last updated? 12/31/2021
- 7. What was the date of your last financial audit? 12/31/2021
- 8. Did your organization have any audit findings within the past 5 years for:
 - a. Grant Management
 - b. Financial
 - c. N/A

If (a) or (b) is selected, please explain:



INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
1801 27th Street, Vero Beach, FL 32960-3388

American Rescue Plan Act Risk Assessment

9. Please provide the total number of audit findings/year (Enter N/A for 0): zero

a. If applicable, describe the number and nature of the findings, any corrective action taken, and completion date to satisfy findings.

10. Did you submit your single audit to the Federal Audit Clearinghouse?

Yes No

11. Does your organization maintain a separate account for grant funds?

Yes No

12. In the last 12 months has your organization had any significant changes in computer systems or personnel?

Yes No

If Yes, please explain:

The Accounting and Management softwares (Sage and Real Page) are in the process of transitioning to Yardi.

13. Does your organization have designated experienced staff with capacity to properly manage and oversee the management and compliance of this program?

Yes No

14. Does your organization maintain central file locations for all grants, loans or other types of financial assistance?

Yes No

15. Does your organization have a history of timely and accurate submission of required grant expenditure and/or financial reports as requested/required?

Yes No

I Agree By checking the "I Agree" box and entering your name below, you certify that information contained in this risk assessment accurately reflects the activities of this agency and are subject to further inquiry upon request.

Name: Matthew A. Rieger Title: Manager

Exhibit A

Housing Trust Group, as the parent company for over 70 affordable housing developments does not directly manage the state, local and federal programs under which the properties operate. Each Property has a special single purpose entity owner that eventually acts as owner, borrower, and program manager. We currently have a portfolio of over 30 active properties, every one of them has one or several state, local or federal programs. See Below a list of HTG developments

	Development Name	Florida (County)	Building Type	Units	Address	Completion Date	Demographic	Status	Est.Total Development Cost
1	Grande Pointe	Orange	Garden Style	276	1705 Grande Pointe Boulevard Orlando, FL 32839	August-01	Family Affordable	Completed	\$ 17,969,282
2	Colony Park	Palm Beach	Garden Style	130	8215 Belvedere Road West Palm Beach, FL 33411	May-02	Family Affordable	Completed	\$ 13,241,339
3	Emerald Palms	Broward	Duplex	318	5331 SW 43rd Terrace Dania Beach, FL 33314	June-02	Family Affordable	Completed	\$ 23,792,185
4	The Chateau	Leon	Garden Style	36	511 N. Woodward Avenue Tallahassee, Florida 32304	August-02	Students	Completed	\$ 4,500,000
5	Venice Cove	Broward	Garden Style	150	721 N.W. 19th Street Fort Lauderdale, FL 33311	November-02	Family Affordable	Completed	\$ 15,074,942
6	Marina Bay	Palm Beach	Garden Style	192	2400 Lantana Road Lake Worth, FL 33462	December-02	Senior Affordable	Completed	\$ 16,145,375
7	Venetian Isles I	Palm Beach	Garden Style	288	800 Venetian Isles Drive Lake Park, FL 33403	February-03	Family Affordable	Completed	\$ 29,426,693
8	Preserve at San Luis	Leon	Townhome	190	1560 San Luis Road Tallahassee, FL 32304	August-03	Students	Completed	\$ 23,000,000
9	Groves At Wimauma	Hillsborough	Garden Style	108	5411 Palm Dunes Ct Wimauma, Florida 33598	October-03	Family Affordable	Completed	\$ 4,300,000
10	The Kensington	Palm Beach	Garden Style	163	300 Crestwood Circle Royal Palm Beach, FL 33411	January-04	Market Rate	Completed	\$ 18,523,429
11	Venetian Isles II	Palm Beach	Garden Style	112	800 Venetian Isles Drive Lake Park, FL 33403	February-04	Family Affordable	Completed	\$ 14,192,003
12	Chapel Trace	Orange	Garden Style	312	562 Chapel Trace Drive Orlando, FL 32807	February-04	Family Affordable	Completed	\$ 16,249,000
13	Malibu Bay	Palm Beach	Garden Style	264	750 Malibu Bay Drive West Palm Beach, FL 33401	April-05	Family Affordable	Completed	\$ 29,521,257
14	Campus Club	Hillsborough	Mid-Rise	64	5651 East Fletcher Avenue Tampa, FL 33617	August-05	Students	Completed	\$ 12,017,644
15	Preserve at River's Edge	Volusia	Garden Style	180	1401 S Palmetto Avenue Daytona Beach, FL 32114	September-05	Condominium for Sale	Completed	\$ 7,200,000
16	The Oasis at Pearl Lake	Seminole	Garden Style	316	1037 Alden Pkwy Altamonte Springs, FL 32714	March-07	Condominium for Sale	Completed	\$ 12,640,000
17	Green Cay Village Town Homes	Palm Beach	Townhome	100	12577 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Workforce for Sale	Completed	\$ 2,840,666
18	Green Cay Village Condominium	Palm Beach	Garden Style	160	12576 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Workforce for Sale	Completed	\$ 4,762,779
19	Palm Park f/k/a Green Cay Village Apartments	Palm Beach	Garden Style	160	12575 Green Cay Farm Boulevard, Boynton Beach, FL 33437	August-07	Family Affordable	Completed	\$ 24,780,341
20	Veranda Senior Apartments	Miami-Dade	Garden Style	99	28355 SW 152nd Avenue Homestead, FL 33033	January-12	Senior Affordable	Completed	\$ 20,796,870
21	540 Town Center	Pinellas	High-Rise	146	540 2nd Avenue South St. Petersburg, FL 33701	January-13	Senior Affordable	Completed	\$ 24,500,000
22	Pine Run Villas	Palm Beach	Townhome	63	5212 Sunset Trail Lake Worth, FL 33463	July-13	Family Affordable	Completed	\$ 13,431,509
23	Village Place	Broward	Mid-Rise	112	720 NE 4th Avenue Fort Lauderdale, FL 33304	November-14	Senior Affordable	Completed	\$ 25,016,992
24	Whispering Palms	Pinellas	Townhome & Garden Style	63	601 16th Avenue SE Largo, FL 33771	November-15	Family Affordable	Completed	\$ 11,000,000
25	Valencia Grove	Lake	Garden Style	144	551 Huffstetler Drive Eustis, FL 32726	November-16	Family Affordable	Completed	\$ 21,000,000
26	Courtside Apartments	Miami-Dade	Mid-Rise	84	1700 NW 4th Avenue Miami, FL 33136	November-16	Family Affordable	Completed	\$ 20,000,000
27	Wagner Creek	Miami-Dade	High-Rise	73	1501 NW 13th Court Miami, FL 33125	January-17	Family Affordable	Completed	\$ 22,800,000
28	Freedom Gardens	Hernando	Garden Style	96	1130 South Main St. Brooksville, FL 34601	August-17	Family Affordable	Completed	\$ 17,300,000
29	Park at Wellington	Pasco	Garden Style	110	4369 Sunray Drive Holiday, FL 34691	August-17	Family Affordable	Completed	\$ 19,500,000
30	Park at Wellington II	Pasco	Mid-Rise	110	4370 Sunray Drive Holiday, FL 34691	March-18	Family Affordable	Completed	\$ 16,800,000
31	Hammock Ridge	Hernando	Garden	104	8274 Omaha Cir Spring Hill, FL 34606	April-18	Family Affordable	Completed	\$ 18,000,000
32	Covenant Villas	Palm Beach	Garden	144	601 Covenant Drive Belle Glade, FL 33430	May-18	Family Affordable	Completed	\$ 21,900,000
33	Arbor View	Broward	Mid-Rise	100	3100 N SR 7 Margate, FL 33063	June-18	Senior Affordable	Completed	\$ 27,000,000
34	Princeton Park	Miami-Dade	Garden	150	13105 SW 248th Street, Princeton, FL	December-18	Family Affordable	Completed	\$ 34,710,617
35	Douglas Gardens V	Broward	Mid-Rise	110	709 SW 88 Avenue Pembroke Pines, FL 33025	March-19	Senior Affordable	Completed	\$ 21,000,000
36	Twin Lakes Estates, Phase I	Polk	Garden	100	501 Hartsell Avenue Lakeland, FL 33801	March-19	Senior Affordable	Completed	\$ 17,000,000
37	Heron Estates Sr.	Palm Beach	Garden	101	2014 W 17 Court Riviera Beach, FL 33404	July-20	Senior Affordable	Completed	\$ 20,000,000
38	Hammock Ridge II	Hernando	Mid-Rise	92	8234 Omaha Circle Spring Hill, FL 34606	May-20	Senior Affordable	Completed	\$ 16,400,000
39	Freedom Gardens II	Hernando	Garden	94	290 Revere Road Brooksville, FL 34601	February-20	Family Affordable	Completed	\$ 15,000,000
40	The Addison	Manatee	Mid-Rise	90	702 6th Avenue E Bradenton 34208	July-20	Family Affordable	Completed	\$ 21,600,000
41	Luna Trails	Brevard	Garden	86	1705 South De Leon Avenue Titusville FL 32780	November-20	Senior Affordable	Completed	\$ 16,300,000
42	Isles of Pahokee, II	Palm Beach	Garden	129	308 Pope Court Pahokee, FL 33476	January-20	Senior Affordable	Completed	\$ 15,500,000
43	The Palms at Town Center	Flagler	Garden	88	Palm Coast, FL	October-20	Family Affordable	Completed	\$ 16,000,000
44	Osprey Pointe	Pasco	Garden	110	Dade City, FL	December-20	Family Affordable	Completed	\$ 22,350,000
45	Twin Lakes Estates, Phase II	Polk	Garden	132	501 Hartsell Avenue Lakeland, FL 33801	May-21	Family Affordable	Completed	\$ 19,000,000
46	Max's Landing	Miami-Dade	Garden	76	Kendall, FL	September-21	Family Affordable	Completed	\$ 16,800,000
47	Village View	Broward	High-Rise	96	Fort Lauderdale, FL	October-21	Senior Affordable	Completed	\$ 31,500,000
48	Oaks at Lakeside	Manatee	Garden	96	Bradenton, FL	July-21	Family Affordable	Completed	\$ 18,000,000
49	Father Marquess-Barry Apartments	Miami-Dade	Garden	50	301 NW 17th Street Miami, FL 33136	February-22	Senior Affordable	Completed	\$ 12,600,000
50	Lafayette Park	Leon	Garden	96	Tallahassee, FL	January-22	Family Affordable	Completed	\$ 20,400,000
51	Valencia Grove II	Lake	Garden	110	Eustis, Lake County, FL	December-21	Senior Affordable	Completed	\$ 20,200,000
52	Hudson Village	Broward	High-Rise	96	901 S Federal Hwy, Hollywood, FL 33020	April-22	Family Affordable	Completed	\$ 34,900,000
53	Oak Valley	Marion	Garden	96	805 NW 28th Street, Ocala, FL 34470	Est. May-22	Family Affordable	Completed	\$ 18,100,000
54	Heron Estates Family	Palm Beach	Garden	79	Riviera Beach, FL	May-22	Family Affordable	Under Construction	\$ 20,900,000

Exhibit A

	Development Name	Florida (County)	Building Type	Units	Address	Completion Date	Demographic	Status	Est.Total Development Cost
55	Bryce Landing	Clay	Garden	96	1914 Bryce Landing Way Middleburg, FL 32068	Est. Oct-22	Family Affordable	Under Construction	\$ 21,896,000
56	Flagler Station	Palm Beach	High-Rise	94	991 Banyan Blvd. West Palm Beach, FL 33401	Est. June-22	Family Affordable	Under Construction	\$ 31,049,662
57	Park Ridge	Polk	Garden	96	Mulberry, FL 33860	Est. May-23	Family Affordable	Under Construction	\$ 22,725,693
58	Shoreline Villas	Okaloosa	Garden	72	Fort Walton Beach, FL	Est. Nov-22	Senior Affordable	Under Construction	\$ 15,635,992
59	Mount Hermon Apartments	Broward	High-Rise	104	NW 8th Ave, & NW 4th Street, Fort Lauderdale	Est. Aug-23	Senior Affordable	Pre-Development	\$ 39,616,847
60	Riverview6	Manatee	Garden	80	813 6th Avenue E, Bradenton	Est. Aug-23	Family Affordable	Pre-Development	\$ 23,300,000
61	Tucker Tower	Miami-Dade	High-Rise	120	Miami, FL	Est. Aug-23	Senior Affordable	Pre-Development	\$ 38,352,406
62	Hillsboro Landing	Broward	High-Rise	75	3851 N Dixie Hwy, Deerfield Beach	Est. Apr-24	Senior Affordable	Pre-Development	\$ 27,550,000
63	University Station	Broward	High-Rise	216	421 N 21st Ave, Hollywood, FL 33020	Est. Apr-24	Family Affordable	Pre-Development	\$ 61,356,017
64	Orchid Lake	Brevard	Garden	90	Brevard County, FL	Est. Dec-23	Family Affordable	Pre-Development	\$ 21,300,000
65	Rainbow Village - Phase I	Miami-Dade	High-Rise	299	2000 NW 3rd Ave, Miami	Est. Nov-24	Family Affordable	Pre-Development	\$ 116,101,794
66	Courtside Apartments II	Miami-Dade	Mid-Rise	120	NW 3rd Ave & NW 17th Street, Miami	Est. June-24	Family Affordable	Pre-Development	\$ 34,919,000
67	Naranja Grand	Miami-Dade	High-Rise	120	Waldin Drive & NW 147th Ave, Naranja	Est. Sept-24	Senior Affordable	Pre-Development	\$ 36,700,000
68	Naranja Grand II	Miami-Dade	High-Rise	200	Waldin Drive & NW 147th Ave, Naranja	Est. Jan-25	Family Affordable	Pre-Development	\$ 53,340,000
69	Oasis at Aventura	Miami-Dade	High-Rise	95	Aventura, Miami, FL	Est. Nov-24	Family Affordable	Pre-Development	\$ 31,000,903
70	Astoria on 9th	Manatee	Mid-Rise	120	Bradenton, FL	Est. Sept-24	Senior Affordable	Pre-Development	\$ 28,368,154
71	Princeton Grove	Manatee	Garden	107	Okaloosa, FL	Est. Nov-24	Senior Affordable	Pre-Development	\$ 24,264,379
72	Hidden Harbour	Broward	High-Rise	299	1500 N Federal Hwy, Pompano Beach, FL 33062	Est. May-25	Market Rate	Pre-Development	\$ 67,470,330
Outside of Florida									
1	River Ridge	Cherokee, TN	Garden Style	356	100 River Ridge Drive Canton, GA 30114	March-03	Family Affordable	Completed	\$ 28,423,763
2	Reserve at Creekside	Hamilton, TN	Garden Style	192	1360 Reserve Way Chattanooga, TN 37421	June-05	Market Rate	Completed	\$ 14,122,555
3	Forest Cove, Phase I	Hamilton, TN	Garden Style	120	7700 Aspen Lodge Way Chattanooga, TN 37421	August-14	Market Rate	Completed	\$ 14,462,555
4	Forest Cove, Phase II	Hamilton, TN	Garden Style	72	East Brainerd Road Chattanooga, TN	February-17	Market Rate	Completed	\$ 9,000,000
5	Aviva	Maricopa, AZ	Garden Style	325	8340 E Baseline Road, Mesa, AZ 85209	August-18	Market Rate	Completed	\$ 63,937,136
6	Aviva Goodyear	Maricopa, AZ	Garden Style	288	4195 North Falcon Drive Goodyear, AZ 85395	Est. June-22	Market Rate	Under Construction	\$ 57,626,086
7	Crescent Place	Cook County, IL	Garden Style	40	Cook County, Illinois	Est. June-23	Family Affordable	Pre-Development	\$ 18,100,000
8	The Rushmore	Harris, TX	Mid-Rise	101	Harris, Texas	Est. Dec-23	Family Affordable	Pre-Development	\$ 25,106,591
9	Inn Town Lofts	Lubbock, TX	Mid-Rise	56	Lubbock, Texas	Est. Dec-23	Family Affordable	Pre-Development	\$ 28,736,056
10	Park Tower	Tarrant, TX	Mid-Rise	90	4195 North Falcon Drive Goodyear, AZ 85395	Est. November-22	Family Affordable	Pre-Development	\$ 24,310,142

Attachment

1

HOUSING TRUST GROUP

#1 AFFORDABLE HOUSING DEVELOPER IN FLORIDA



HTG (Housing Trust Group) is a fully integrated, award winning real estate enterprise specializing in the investment, development and management of real estate assets for affordable, workforce, and conventional multi-family residential housing across the Country. HTG is dedicated to providing the best service to our clients and partners and we strive to be dynamic and flexible in order to most effectively deliver the best results.

Since our inception in 1997, HTG and its principals have developed more than 8,000 units of multi-family housing. We have worked closely with local governments in Miami-Dade, Broward, Palm Beach and throughout Florida to support their housing goals. HTG is committed to its residents and continually works on improving and enhancing its communities. Our goal is to provide families and individuals with a safe, clean and comfortable living environment.

HTG is experienced in partnering with local municipalities and non-profit organizations to provide quality affordable housing and beneficial resident services. Important to our success is our ability to develop unique partnerships with both the private and public sectors. As a result HTG has become a national leader in providing fully integrated multifamily development services.

We have also participated in community partnerships with CRAs and non-profit organizations in developments like Courtside Apartments in Miami-Dade County and Douglas Gardens V in Broward County. In 2006, HTG built Green Cay Village, the largest mixed income development in the history of Palm Beach. The 420-unit property includes 160 for sale condos, 160 affordable rental units and 100 for sale townhomes, all located in Boynton Beach. Green Cay is geared towards fireman, teachers, healthcare workers and other professions vitally important to the community. It currently serves as market-rate, workforce and affordable housing all in one property. This development has been widely acclaimed in the local media and in national publications for its attractive pricing, quality upgrades, and its unique energy efficient and environment friendly features. HTG hopes to spur more developments like this in Florida.

HTG provides unit features that go above and beyond what is customarily seen in the industry to make all of our affordable properties look and function like market rate developments. HTG understands the high demand for affordable housing and the limited availability of funding sources. In order to provide the quality we have become associated with, the HTG development team is an expert in leveraging funds and adhering to strict budgets and timelines.



HOUSING TRUST GROUP

FINANCIAL EXPERIENCE & CAPACITY

HTG's experience, track record, and strong relationships with financial partners continually allow us to secure the most competitive terms in the debt and equity markets. With the lack of soft financing available it has become a continued challenge to feasibly structure the necessary sources to develop quality affordable and workforce housing throughout the country and particularly within the State of Florida. Creativity, tenacity, and ingenuity in leveraging all available sources of funding has become a critical component within HTG's success in developing projects of similar scale.

Our team has demonstrated a keen ability to leverage public resources including municipal land and federal and state tax credits to secure additional sources of subsidy. These sources often include Department of Revenue Sales Tax Rebates, FHA-insured mortgages (221(d)(4) and 223(f) loans), Multi-family Mortgage Revenue Bonds, Federal Home Loan Bank Grants, Hope VI, ARRA funds (NSP, TCEP, etc.), HOME Investment Partnership loans, Affordable Housing Partnership loan (AHP), State Apartment Incentive Loan program (SAIL), CDBG, TIF and renewable energy incentives, as well as various other state and local programs.

All funding applications are prepared in-house, as is the financial feasibility analysis to determine the appropriate financial structure for each new development. HTG staff has successfully submitted exemplary Florida Housing LIHTC applications over the last 20 years. This is evident by the number of perfect applications submitted that do not contain deficiencies, guaranteeing our allocation even when challenged by competing developers. Conversely, we are very adept at scouring our competitor's applications for deficiencies that often put our applications in a more competitive position after submission and ranking. HTG has never failed to close on a transaction once they have received an allocation of housing credits. All of our developments have met their placed-in-service deadlines and never fallen out of compliance with governing regulations.

In order to best manage financial risk in our developments, HTG only pursues financing with the most favorable terms from lenders and partners we have experience in working with or from which we can obtain solid references. We are conservative in projecting our income, operating, and development cost. We only hire fully bondable general contractors with solid balance sheets who have a proven track record of bringing developments in on time and on budget. We ensure adequately funded contingencies and reserves to cover unforeseen costs.

HOUSING TRUST GROUP

RESUMES OF KEY PERSONNEL



Matthew Rieger **President and CEO, Housing Trust Group**

Matthew Rieger is Manager, President and CEO of HTG, an award-winning, full-service developer of multifamily residential communities whose real estate transactions have exceeded \$2 billion in commercial, land and residential developments across Florida, the Southeastern U.S., and Arizona. Prior to joining HTG, Matthew served as an attorney at a large law firm, where he was involved in over \$1 billion worth of transactions including acquisitions, development, re-financings, and joint ventures in the United States and abroad. As Manager, President and CEO of HTG since 2011, Matthew has focused on expanding HTG's capacity and development pipeline, bringing greater awareness to the issue of affordable and workforce housing and working alongside industry leaders, public officials and legislators to shape policy that benefits working-class communities and families. Matthew is a native of Miami and is a third generation Floridian. He is a member of the Florida Bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Matthew also holds a Bachelor of Arts degree in Geography from the University of Florida.



Randy Rieger **Chairman and Founder, Housing Trust Group**

Randy Rieger is the Founder and Chairman of Housing Trust Group, a multi-faceted real estate development company that develops, owns, and manages properties throughout the southeastern United States. The company and its related entities, including RER Family Partnership, Ltd. and RER Family, LLC, specialize in the development of multi-family rental communities, affordable multi-family rentals, multi-family student housing communities, commercial developments and multi-family housing sales. Housing Trust Group has been involved in the development, ownership and management of several thousand units nationwide. Prior to forming Housing Trust Group, for some 25 years, Mr. Rieger served as Vice President, then as Managing General Partner, of Royal Palm Beach Colony, L.P. The company was a large publicly held real estate development company listed on the American Stock Exchange and was actively involved in the development of numerous large-scale communities in Western Palm Beach County, Florida. Under Mr. Rieger's leadership, Royal Palm Beach Colony, L.P. developed the Village of Royal Palm Beach, and nearly 10,000 surrounding acres.





FLAGLER STATION



PROJECT STATS:

Address:

951 Banyan Blvd
West Palm Beach, FL 33401

Property Type: Affordable Senior

Community Style: High-rise

Building Height: 8 stories

Number of Buildings: 1

Number of Units: 94

Estimated Completion Date: September 2022

PROJECT DESCRIPTION:

Flagler Station is located a few blocks from the Brightline West Palm Beach Station and a few hundred feet away from the Tri-Rail. It is located amidst one of the fastest growing areas in West Palm Beach, particularly for market rate multi-family project starts.

Amenities include a state-of-the-art multipurpose clubroom with kitchenette and lounge seating, a outdoor lounge and seating area, a conference room, a resort style swimming pool, a business center, over 2,500 square feet of commercial/retail space, a fitness center with yoga studio, a package locker room, a ground floor linear park with various active open spaces, electric car charging stations, and it was designed and will be built to the National Green Building Standard.

Resident Programs at Flagler Station include Adult Literacy, Employment Assistance Programs, and Financial Management Programs.



VILLAGE VIEW



VILLAGE VIEW

640 N Andrews Ave
Ft. Lauderdale, Florida 33311

Property Size: 0.94-acres
Property Type: Affordable Elderly
Community Style: High-rise
Building Height: 7 stories
Number of Buildings: 1
Number of Units: 100
Funding: 9% tax credits.
Completion Date: August 2021

Village View is located in a prime location in the City of Fort Lauderdale near multiple market-rate and affordable housing including HTG's owned and operated affordable senior community Village Place, which has been at 100% since opening in 2014.

The development will incorporate contemporary design elements with two built-in trash chutes on the southeast and southwest wings of the building. The building will include state of the art security system for the safety of our residents.

On-site management offices will be open Monday-Friday from 9AM to 6 PM, Saturday from 10AM to 5 PM and on Sundays from 12 to 4PM.

HUDSON VILLAGE



HUDSON VILLAGE

901 S Federal Hwy
Hollywood, Florida 33020

Property Size: 0.87-acres

Property Type: Affordable Family

Community Style: High-rise

Building Height: 8 stories

Number of Buildings: 1

Number of Units: 96

Funding: 9% tax credits.

Completion Date: December 2021

Hudson Village is located a few blocks from Young Circle and just 1.5 miles East of I-95. The site has direct access to other cities and employment hubs.

Hudson Village is a 96-unit family development consisting of one (1) 8-story high-rise concrete building, 2,232 SF multi-purpose room, fitness center, swimming pool deck with lounging areas, business center with computers and over 110 on-site parking spaces.

Resident Programs include Adult Literacy training, Employment Assistance and Financial Management.

Hudson Village will also have a National Green Building Standards (NGBS) Certification upon completion.

MAX'S LANDING



PROJECT STATS:

Address:

8905 SW 169th Court,
Miami-Dade County, FL 33196

Property Type: Affordable Multifamily

Community Style: Garden

Building Height: 3 stories

Number of Buildings: 1

Number of Units: 76

Completion Date: July 2021

PROJECT DESCRIPTION:

Located in Miami-Dade County, Max's Landing (f/k/a Paradise Lakes) will be a new multifamily mixed-income and mixed-use apartment community for families.

Incorporated unique design elements that are consistent with the master plan development scheme for this larger PUD community.

Amenities include a state-of-the-art multipurpose clubroom with kitchenette and lounge seating, a conference room, a business center, over 11,000 square feet of commercial/retail space, fitness center, a package locker room, various landscaping gardens and elements throughout, electric car charging stations, and it was designed and built to obtain a National Green Building Standards certification.

UNIVERSITY STATION



UNIVERSITY STATION

309 N. 21st Avenue and 2031 Polk Street,
Hollywood, FL 33020

Property Size: 2.5 acres

Property Type: Affordable and Market-Rate

Community Style: High-Rise

Building Height: 8 stories

Number of Buildings: 2

Number of Units: 216 units

Status: Funded, in pre-development

University Station is a proposed new multifamily mixed-income and mixed-use apartment community in partnership with the City of Hollywood that will be developed in two phases families located in Hollywood, Broward County, FL. The residential community, which was designed by Corwil Architects incorporates unique TOD mixed-use design elements for promotion of active use spaces and the future FEC Commuter Rail Transit Center.

The amenities at University Station will include a state-of-the-art clubhouse, commercial spaces for local businesses, pedestrian friendly frontage and access throughout, a large pedestrian plaza, a vertical garden, a large-scale pedestrian bridge connecting both residential buildings, intricate landscaping and paver design elements, and an artistic parking garage with rooftop amenities including a resort style swimming pool, a rooftop soccer field and a basketball court.

University Station is being designed to the National Green Building Standards (NGBS) Certification program.

RAINBOW VILLAGE



RAINBOW VILLAGE

2000 NW 3rd Ave, Miami, FL

Property Size: 23 acres

Property Type: Affordable, Public Housing, RAD, Workforce, and Market-Rate

Community Style: Mid-Rise and HighRise

Building Height: 5 stories and 8 stories

Number of Buildings: 10

Number of Units: 1,316 units

Funding: TBD (LIHTC & Private Equity)

Status: Funded; in pre-development

Rainbow Village is a proposed new multifamily mixed income and mixed-use development in partnership with Miami-Dade County that will be developed in various phases under two possible scenarios, Scenarios A and B.

Under Scenario A, HTG proposes to develop the Project Site with 1,014 mixed-income units, including 136 RAD units, subject to the approval of the Project Site rezoning to T-5 under the Miami 21 Zoning Code Successional Zoning process by the City of Miami.

Under Scenario B, HTG proposes to expand the development site by 10.7 acres, which, if realized, may include, (a) an educational component through the redevelopment of the Paul L. Dunbar K-8 Center in partnership with the School Board of Miami-Dade County, Florida; (b) additional mixed-income/market-rate housing through the redevelopment of the 2000 NW 5th Place apartment site in partnership with Mana Wynwood; (c) approximately 70,000+/- square feet of commercial retail and office space; and d) a community center, an early education center, and other community amenities.

VILLAGE PLACE



VILLAGE PLACE

720 NE 4th Avenue
Ft. Lauderdale, Florida 33304

Property Size: 1.08-acres

Property Type: Affordable Elderly

Community Style: Mid-rise

Building Height: 6 stories

Number of Buildings: 1

Number of Units: 112

Funding: 9% tax credits.

Completion Date: November 2014

Village Place is located in the heart of downtown Ft. Lauderdale, near Las Olas. Village Place Apartments is a new construction, six-story midrise development with 112 affordable apartments targeted for people aged 55-and-older who earn between 25 percent and 60 percent of the area's median income.

The new community aims to create a safe and attractive environment for its residents with access to amenities like a clubhouse, fitness center, library, courtyard, rooftop pool, and private garage parking.

Village Place won the National Association of Home Builder's Silver Award in 2017 for Best of 55+ Affordable Rental Community category.

ARBOR VIEW



ARBOR VIEW

3100 N State Road 7
Margate, Florida 33063

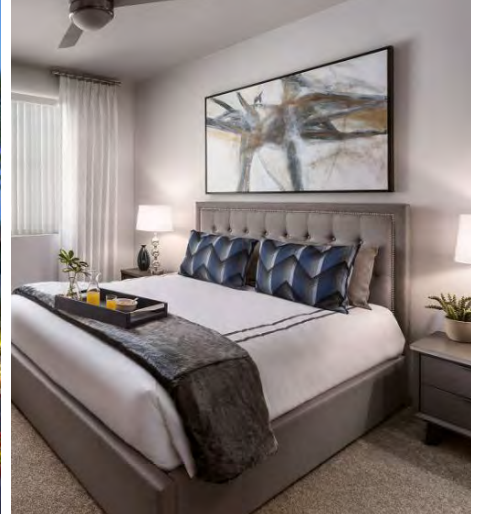
Property Size: 2.4-acres
Property Type: Affordable Senior
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 100
Funding: 9% tax credits
Completion Date: June 2018
Services: Computer Training, Daily Activities, Housekeeping/Shopping/Laundry Assistance, 24-hour support for residents.

The 2.5 acre development is located within the city of Margate, Broward County on a major transit corridor, State Road 7.

Arbor View will serve the elderly demographic. The unit mix will consist of sixty-four (64) 1bed/1bath units, and thirty-six (36) 2bed/2bath units. Ninety (90) of the total units will be set-aside for tenants earning at or below 60% AMI, and 10 of the units will be set-aside for tenants earning at or below 33% AMI.

The community will offer a resort style swimming pool, dog park, shuffle board courts, fitness center and many other amenities for our residents.

AVIVA. MESA



AVIVA

8340 E Baseline Road
Mesa, AZ 85209

Property Size: 8.62-acres
Property Type: Market-rate
Community Style: Garden, concrete
Building Height: 3 stories
Number of Buildings: 12
Number of Units: 325
Funding: HUD 221(d)4
Completion Date: August 2018

Aviva is one of the newest luxury apartment communities in the growing East Valley that brings green living to the suburbs. At Aviva, you have a contemporary, urban lifestyle with open floor plans, modern apartments and unparalleled common-area amenities. **The development involves HUD Approvals in every stage of the development, as it was financed through a 221(d)4 loan for market rate development. This involves as much compliance and experience as HUD's low-income programs.**

Aviva has one of the largest resort-style pools in the metro area with outdoor jacuzzis, spas, fire pits, cabanas and premium kitchen grills, a state-of-the-art health and wellness center with TRX suspension equipment and spinning studio, a media and game room with a lounge and billiards, co-working spaces and conference room, a basketball court, a jogging path with fitness stations, plus a dog park and children's playground.

PRINCETON PARK



13105 SW 248th Street, Princeton, FL 33032

Property Size: 8 acres

Property Type: Affordable

Community Style: Garden-Style

Building Height: 3 stories

Number of Buildings: 4

Number of Units: 150 units

Funding: 9% tax credits

Completion Date: January 2019

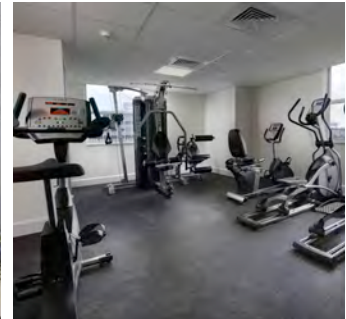
Princeton Park is a new multifamily mixed-income apartment community located in southern Miami-Dade County. The residential award-winning community, which was designed by Corwil Architects incorporated contemporary, green-focused design elements

The amenities at Princeton Park include a state-of-the-art clubhouse with a clubroom, pool table, lounge seating, fitness center, dog park, playground, walking trail and resort style pool.

Resident Programs at Princeton Park include Literacy Training, Employment Assistance Programs, and Family Support Coordinators.

Princeton Park was built to the National Green Building Standards (NGBS) Certification program.

WAGNER CREEK



WAGNER CREEK
WAGNER CREEK SURTAX
 1501 NW 13th Court
 Miami, Florida 33125

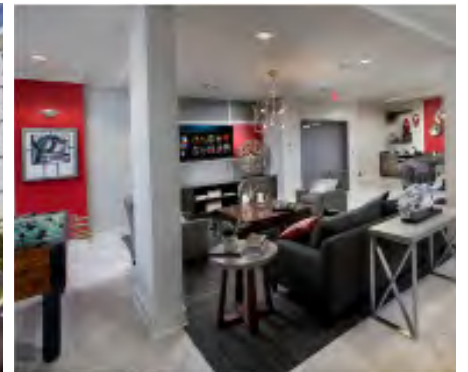
Property Size: <0.5-acres
Property Type: Affordable Multi-Family
Community Style: High-rise, Podium Parking
Building Height: 11 stories
Number of Buildings: 1
Community Style: High-rise
Number of Units: 73
Building Height: 11 stories
Funding: Miami-Dade Surtax, 9% tax credits, and Miami HOME Loan
Number of Buildings: 1
Completion Date: February 2017
Funding: 9% tax credits, Surtax, and HOME
Completion Date: February 2017

Wagner Creek is a new 73 unit mixed-income apartment community located in the heart of the Health District. Its ideal location adjacent to University of Miami Hospital, the Miami VA Hospital, and the Civic Center Metro Rail Station makes Wagner Creek a pedestrian friendly, transportation oriented development (TOD) community that serves the already existing and growing affordable and workforce population.

To serve the diverse demographics within the Health District, Wagner Creek intentionally integrated mixed-income with 93% of the units set aside for residents at or below 60% AMI and 7% of units for workforce housing tenants at or below 140% AMI. Amenities include a rooftop terrace and garden, gym, computer lab and a community room. The project achieved National Green Building Standard's silver designation.

Amenities include a rooftop terrace and garden overlooking the City and new Marlins Stadium, state-of-the-art gym, computer lab with wifi lounge, and a large community room. The development achieved National Green Building Standard's silver designation.

COURTSIDE APARTMENTS



COURTSIDE APARTMENTS

1600 NW 3rd Avenue
Miami, Florida 33136

Property Size: 2.31-acres
Property Type: Affordable Multi-Family
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 84
Funding: Southeast Overtown/Park West CRA Loan, Miami-Dade HFA Bonds and Surtax, 4% tax credits.
Completion Date: November 2016

Courtside Family Apartments is located in Miami's historic Overtown district in the Southeast Overtown Park West (SEOPW) CRA, and on the grounds of the County owned Culmer Neighborhood Center. Courtside Family Apartments is a new construction, six-story midrise development with 84 affordable apartments.

The new community aims to create a more pedestrian friendly environment on the grounds of the Culmer Center and serve as a catalyst for future development in the area, as well as provide residents with access to governmental services, small business opportunities, and neighborhood-oriented shopping.

Some amenities include state of the art theater/media room, basketball court, covered outdoor BBQ area, fitness center, computer lab, and library.

Attachment 2



Experience & Qualifications

List of HTG's prior development experience and pipeline.

FLORIDA						
DEVELOPMENT NAME	COUNTY	UNITS	COMPLETION	TOTAL COST	STYLE	
1 Grande Pointe	Orange	276	August-01	\$17,969,282	Garden	
2 Colony Park	Palm Beach	130	May-02	\$13,241,339	Garden	
3 Emerald Palms	Broward	318	June-02	\$23,792,185	Duplex	
4 The Chateau	Leon	36	August-02	\$4,500,000	Garden	
5 Venice Cove	Broward	150	November-02	\$15,074,942	Garden	
6 Marina Bay	Palm Beach	192	December-02	\$16,145,375	Garden	
7 Venetian Isles I	Palm Beach	288	February-03	\$29,426,693	Garden	
8 Preserve at San Luis	Leon	190	August-03	\$23,000,000	Townhome	
9 Groves At Wimauma	Hillsborough	108	October-03	\$4,300,000	Garden	
10 The Kensington	Palm Beach	163	January-04	\$18,523,429	Garden	
11 Venetian Isles II	Palm Beach	112	February-04	\$14,192,003	Garden	
12 Chapel Trace	Orange	312	February-04	\$16,249,000	Garden	
13 Malibu Bay	Palm Beach	264	April-05	\$29,521,257	Garden	
14 Campus Club	Hillsborough	64	August-05	\$12,017,644	Mid-Rise	
15 Preserve at River's Edge	Volusia	180	September-05	\$7,200,000	Garden	
16 The Oasis at Pearl Lake	Seminole	316	March-07	\$12,640,000	Garden	
17 Green Cay Village THs	Palm Beach	100	June-07	\$2,840,666	Townhome	
18 Green Cay Village Condos	Palm Beach	160	June-07	\$4,762,779	Garden	
19 Palm Park	Palm Beach	160	August-07	\$24,780,341	Garden	
20 Veranda Senior Apts	Miami-Dade	99	January-12	\$20,796,870	Garden	
21 540 Town Center	Pinellas	146	January-13	\$24,500,000	High-Rise	
22 Pine Run Villas	Palm Beach	63	July-13	\$13,431,509	Townhome	
23 Village Place	Broward	112	November-14	\$25,016,992	Mid-Rise	
24 Whispering Palms	Pinellas	63	November-15	\$11,000,000	Garden	
25 Valencia Grove	Lake	144	November-16	\$21,000,000	Garden	
26 Courtside Apartments	Miami-Dade	84	November-16	\$20,000,000	Mid-Rise	
27 Wagner Creek	Miami-Dade	73	January-17	\$22,800,000	High-Rise	
28 Freedom Gardens	Hernando	96	August-17	\$17,300,000	Garden	
29 Park at Wellington	Pasco	110	August-17	\$19,500,000	Garden	
30 Park at Wellington II	Pasco	110	March-18	\$16,800,000	Mid-Rise	

FLORIDA

DEVELOPMENT NAME	COUNTY	UNITS	COMPLETION	TOTAL COST	STYLE
31 Hammock Ridge	Hernando	104	April-18	\$18,000,000	Garden
32 Covenant Villas	Palm Beach	144	May-18	\$21,900,000	Garden
33 Arbor View	Broward	100	June-18	\$27,000,000	Mid-Rise
34 Princeton Park	Miami-Dade	150	December-18	\$34,710,617	Garden
35 Douglas Gardens V	Broward	110	March-19	\$21,000,000	Mid-Rise
36 Twin Lakes Estates, Phase I	Polk	100	March-19	\$17,000,000	Garden
37 Heron Estates Sr.	Palm Beach	101	March-20	\$24,000,000	Garden
38 Hammock Ridge II	Hernando	92	May-20	\$16,400,000	Mid-Rise
39 Freedom Gardens II	Hernando	94	February-20	\$15,000,000	Garden
40 The Addison	Manatee	90	July-20	\$22,100,000	Mid-Rise
41 Luna Trails	Brevard	86	November-20	\$16,300,000	Garden
42 Isles of Pahokee, II	Palm Beach	129	January-20	\$15,500,000	Garden
43 The Palms at Town Center	Flagler	88	March-20	\$16,000,000	Garden
44 Osprey Pointe	Pasco	110	June - 20	\$22,350,000	Garden
45 Twin Lakes Estates, Phase II	Polk	132	June '21	\$19,000,000	Garden
46 Paradise Lakes Apartments	Miami-Dade	76	June '21	\$16,800,000	Garden
47 Village View	Broward	96	June '21	\$31,500,000	High-Rise
48 Oaks at Lakeside	Manatee	96	June '21	\$18,000,000	Garden
49 Father Marquess-Barry Apts	Miami-Dade	50	December '21	\$12,600,000	Garden
50 Heron Estates Family	Palm Beach	79	May '22	\$20,900,000	Garden
51 Lafayette Gardens	Leon	96	September '21	\$20,400,000	Garden
52 Hudson Village	Broward	96	April '22	\$34,900,000	High-Rise
53 Valencia Grove II	Lake	110	September '21	\$20,600,000	Garden
54 Oak Valley	Marion	96	March '22	\$20,200,000	Garden
55 Flagler Station	Palm Beach	94	September '22	\$26,000,000	High-Rise
56 Park Ridge	Polk	96	December '22	\$21,000,000	Garden
57 Shoreline Villas	Okaloosa	72	September '22	\$16,600,000	Garden
58 Mount Hermon Apartments	Broward	104	August '23	\$30,000,000	High-Rise
59 Riverview6	Manatee	80	June '23	\$22,000,000	Mid-Rise
60 Tucker Tower	Miami-Dade	120	November '23	\$36,000,000	High-Rise
61 University Station	Broward	216	December '23	\$48,000,000	High-Rise
62 Hillsboro Landing	Broward	75	December '23	\$24,000,000	Mid-Rise
63 Rainbow Village - Phase I	Miami-Dade	299	December '23	\$62,200,000	Mid-Rise

FLORIDA

DEVELOPMENT NAME	COUNTY	UNITS	COMPLETION	TOTAL COST	STYLE
64 Courtside Apartments II	Miami-Dade	120	October '23	\$36,000,000	Mid-Rise
65 Orchid Lake	Brevard	90	October '23	\$24,150,000	Garden
66 Naranja Grand	Miami-Dade	120	March '24	\$36,400,500	High-Rise
67 Oasis at Aventura	Miami-Dade	95	May '24	\$44,050,600	High-Rise
68 Astoria on 9th	Manatee	120	May '24	\$31,800,700	Mid-Rise
69 Princeton Grove	Okaloosa	107	June '24	\$27,600,000	Mid-Rise
70 Naranja Grand II	Miami-Dade	200	July '24	\$49,680,000	High-Rise
71 Tallman Pines Villas	Broward	80	July '24	\$26,870,000	Garden

9,134

OUTSIDE OF FLORIDA

DEVELOPMENT NAME	LOCATION	UNITS
72 River Ridge	Cherokee, Georgia	356
73 Reserve at Creekside	Hamilton, Tennessee	192
74 Forest Cove, Phase I	Hamilton, Tennessee	120
75 Forest Cove, Phase II	Hamilton, Tennessee	72
76 Aviva	Maricopa, Arizona	325
77 Aviva Goodyear	Maricopa, Arizona	288
78 Crescent Place	Arlington Heights, Illinois	40
79 Park Tower	Tarrant, Texas	90
80 The Rushmore	Harris, Texas	101
81 Inn Town Lofts	Lubbock, Texas	56

1,640



HOUSING TRUST GROUP

ADDRESSES FOR DEVELOPMENTS IN THE PREVIOUS LIST

Development Name	Units	Address
Grande Pointe	276	1705 Grande Pointe Boulevard Orlando, FL 32839
Colony Park	130	8215 Belvedere Road West Palm Beach, FL 33411
Emerald Palms	318	5331 SW 43rd Terrace Dania Beach, FL 33314
The Chateau	36	511 N. Woodward Avenue Tallahassee, Florida 32304
Venice Cove	150	721 N.W. 19th Street Fort Lauderdale, FL 33311
Marina Bay	192	2400 Lantana Road Lake Worth, FL 33462
Venetian Isles I	288	800 Venetian Isles Drive Lake Park, FL 33403
Preserve at San Luis	190	1560 San Luis Road Tallahassee, FL 32304
Groves At Wimauma	108	5411 Palm Dunes Ct Wimauma, Florida 33598
The Kensington	163	300 Crestwood Circle Royal Palm Beach, FL 33411
Venetian Isles II	112	800 Venetian Isles Drive Lake Park, FL 33403
Chapel Trace	312	562 Chapel Trace Drive Orlando, FL 32807
Malibu Bay	264	750 Malibu Bay Drive West Palm Beach, FL 33401
Campus Club	64	5651 East Fletcher Avenue Tampa, FL 33617
Preserve at River's Edge	180	1401 S Palmetto Avenue Daytona Beach, FL 32114
The Oasis at Pearl Lake	316	1037 Alden Pkwy Altamonte Springs, FL 32714
Green Cay Village Town Homes	100	12577 Green Cay Farm Boulevard, Boynton Beach, FL 33437
Green Cay Village Condominium	160	12576 Green Cay Farm Boulevard, Boynton Beach, FL 33437
Palm Park f/k/a Green Cay Village Apartments	160	12575 Green Cay Farm Boulevard, Boynton Beach, FL 33437
Veranda Senior Apartments	99	28355 SW 152nd Avenue Homestead, FL 33033



HOUSING TRUST GROUP

ADDRESSES FOR DEVELOPMENTS IN THE PREVIOUS LIST

Development Name	Units	Address
540 Town Center	146	540 2nd Avenue South St. Petersburg, FL 33701
Pine Run Villas	63	5212 Sunset Trail Lake Worth, FL 33463
Village Place	112	720 NE 4th Avenue Fort Lauderdale, FL 33304
Whispering Palms	63	601 16th Avenue SE Largo, FL 33771
Valencia Grove	144	551 Huffstetler Drive Eustis, FL 32726
Courtside Apartments	84	1700 NW 4th Avenue Miami, FL 33136
Wagner Creek	73	1501 NW 13th Court Miami, FL 33125
Freedom Gardens	96	1130 South Main St. Brooksville, FL 34601
Park at Wellington	110	4369 Sunray Drive Holiday, FL 34691
Park at Wellington II	110	4370 Sunray Drive Holiday, FL 34691
Hammock Ridge	104	8274 Omaha Cir Spring Hill, FL 34606
Covenant Villas	144	601 Covenant Drive Belle Glade, FL 33430
Arbor View	100	3100 N SR 7 Margate, FL 33063
Princeton Park	150	13105 SW 248th Street, Princeton, FL
Douglas Gardens V	110	709 SW 88 Avenue Pembroke Pines, FL 33025
Twin Lakes Estates, Phase I	100	501 Hartsell Avenue Lakeland, FL 33801
Heron Estates Sr.	101	2014 W 17 Court Riviera Beach, FL 33404
Hammock Ridge II	92	8234 Omaha Circle Spring Hill, FL 34606
Freedom Gardens II	94	290 Revere Road Brooksville, FL 34601
The Addison	90	702 6th Avenue E Bradenton 34208



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ADDRESSES FOR DEVELOPMENTS IN THE PREVIOUS LIST

Development Name	Units	Address
Luna Trails	86	1705 South De Leon Avenue Titusville FL 32780
Isles of Pahokee, II	129	308 Pope Court Pahokee, FL 33476
The Palms at Town Center	88	Palm Coast, FL
Osprey Pointe	110	Dade City, FL
Twin Lakes Estates, Phase II	132	501 Hartsell Avenue Lakeland, FL 33801
Paradise Lakes Apartments	76	Kendall, FL
Village View	96	Fort Lauderdale, FL
Oaks at Lakeside	96	Bradenton, FL
Father Marquess-Barry Apartments	50	301 NW 17th Street Miami, FL 33136
Heron Estates Family	79	Riviera Beach, FL
Lafayette Park	96	Tallahassee, FL
Hudson Village	96	901 S Federal Hwy, Hollywood, FL 33020
Valencia Grove II	110	TBD
Oak Valley	96	805 NW 28th Street, Ocala, FL 34470
Total Units	7,044	

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AGREEMENT FOR PURCHASE AND SALE

This AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is entered into by Mazalpov, LLC a Florida Limited Liability Company (referred to herein as the "Seller") and HOUSING TRUST GROUP, LLC, a Florida limited liability company ("Buyer").

BACKGROUND:

Seller is currently the owner of approximately +/-6.68 acres of land in Unincorporated Indian River County, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"). The parties to this Agreement have agreed to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement.

AGREEMENT:

1. **Purchase and Sale.** Subject to all of the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller the Property, together with all appurtenances, rights, easements and rights of way incident thereto.

2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is One Million and Two Hundred and Fifty Thousand and no/00 Dollars (\$1,250,000.00) (the "Purchase Price").

(a) **Deposits.**

(i) **First:** Within five (5) business days of the Effective Date (as defined herein), Buyer shall deposit with Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as escrow agent ("Escrow Agent"), the sum of Twenty Five Thousand and no/00 Dollars (\$25,000.00) (the "First Deposit").

(ii) **Second:** Assuming Buyer has not otherwise terminated this Agreement, Buyer shall deposit the sum of Twenty Five Thousand and no/00 Dollars (\$25,000.00) ("Second Deposit") with Escrow Agent upon the expiration of the Investigation Period (as defined in Section 4 below).

(iii) The First Deposit, Second Deposit and any Extension Payment (as later defined) are hereinafter referred to, collectively, as the "Deposit". Any and all interest earned on the Deposit shall be paid to Buyer unless Buyer shall be in default of its obligations under this Agreement and in such event such interest shall be paid to Seller.

(b) **Refundability.** The Deposit shall be refundable to Buyer if Buyer terminates this Agreement for any reason and in its sole and absolute discretion between the Effective Date and the expiration of the Investigation Period. Following the expiration of the Investigation Period, the Deposit shall be non-refundable to Buyer, unless Buyer terminates this Agreement due to any of the following: (1) pursuant to Buyer's right to terminate pursuant to this Agreement, (2) pursuant to Buyer's right to terminate in the event of an uncured title defect, (3) pursuant to Buyer's right to terminate as a result of a moratoria at the Property, (4) pursuant to Buyer's right to terminate as

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a result of a condemnation at the Property, and (5) as a result of Seller's breach of this Agreement.

(c) Payment of Purchase Price. At the time of the Closing, Buyer will pay to Seller, by wire transfer of funds, the Purchase Price as adjusted for prorations and adjustments as set forth in this Agreement. At the Closing, the Deposit shall be credited to Buyer's obligations to pay the Purchase Price hereunder.

(d) Local Government Contribution Conditions. Seller understands that the Property only meets the State's funding goal if it obtains a contribution from a local government. The following shall only take place if the Buyer is successful at obtaining a \$340,000 Local Government Contribution from Indian River County or the City of Vero Beach:

(i) If Buyer terminates this Agreement before the expiration of the Investigation Period, Buyer shall direct Escrow Agent to release Ten Thousand and no/00 Dollars (\$10,000) to Seller ("Feasibility Fee").

(ii) Fifteen (15) days after expiration of the Investigation Period, and assuming Buyer has not otherwise terminated this Agreement, Buyer shall direct Escrow Agent to release all Deposits earned to date to Seller.

(iii) Assuming Buyer has not otherwise terminated this Agreement, five days after application submission, Buyer will provide Seller with a copy of the 9% tax credit application submitted to Florida Housing Finance Corporation. The application will have a submission stamp showing the date of submission and assigned application number.

3. Title and Title Insurance and Survey.

(a) Title. Five (5) business days after the Effective Date, Seller shall provide Buyer with its owner's title policy received by Seller at the time of Seller's acquisition of the Property, if any, insuring Seller's title to the Property. Buyer may obtain a commitment (the "Title Commitment") for an owner's title insurance policy, together with legible copies of all documents referenced therein, issued by a title insurance company acceptable to Buyer ("Title Company"). The Title Commitment shall have a date subsequent to the Effective Date and shall show that title to the Property is good and marketable and insurable subject to no liens, encumbrances, exceptions or qualifications which would preclude Buyer, in its sole discretion, from constructing and developing the Contemplated Improvements (as defined herein). Buyer shall have fifteen (15) business days from receipt of the Title Commitment and the Survey (as defined herein) in which to examine the condition of title. If Buyer fails to provide Seller with written notice of specific defects that make title to the Property other than as required by this Section 3 within such fifteen (15) business day period, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Title Commitment. Any title exceptions which are not objected to within such fifteen (15) business day period shall be deemed to be acceptable in all respects to Buyer. If Buyer timely notifies Seller that title does not satisfy the requirements of this Section 3, then Seller agrees to use reasonable diligence to make title good, marketable and insurable, for which purpose Seller shall have a reasonable time in which to do so but in no event more

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than sixty (60) days from the receipt of Buyer's written notice that title is unacceptable. After reasonable diligence on the part of Seller, if title is not rendered as required by this Section 3, then at the end of such sixty (60) day period, the Deposit, at the election of Buyer, shall be returned to Buyer, this Agreement shall be terminated and all parties hereto shall be released from any and all obligations and liabilities hereunder other than those that specifically survive hereunder. At any time prior to such termination, Buyer may elect by written notice to Seller to waive any defects in title, in which event the Closing shall take place pursuant to this Agreement without any abatement whatsoever in the Purchase Price. In the event that any title exception shall appear subsequent to the date of the Title Commitment, the existence of same shall constitute a default hereunder, unless Buyer shall not object to such title exception.

(b) Survey. Within five (5) business days after the Effective Date, Seller shall provide Buyer with the most recent survey of the Property in Seller's possession. Buyer may, at Buyer's expense, order and subsequently obtain a current topographical and boundary survey of the Property (the "Survey"). The Survey shall show that there are no encroachments on the Property. Any encroachments shown shall be treated as a title defect and the terms and conditions set forth in Section 3(a) of this Agreement shall apply with respect thereto. Buyer shall notify Seller of survey defects within fifteen (15) business days following receipt of the Title Commitment and the Survey.

4. Investigation Period. Buyer shall have the period beginning on the Effective Date and ending April 30, 2023 (the "Investigation Period") in which to determine that the Property can be developed for multi-family affordable housing with associated amenities (the "Contemplated Improvements") pursuant to a plan satisfactory to Buyer in its sole and absolute discretion. Among other things, Buyer shall verify that (a) adequate utility service is or will be made available by a public utility company to a boundary of the Property; (b) municipal fees, including sewer and water connection fees, do not exceed an amount acceptable to Buyer; (c) there are not unusual soil conditions which would prohibit the standard construction practice for Buyer's intended use of the Property; (d) a market survey and financing feasibility study substantiates the need for a rental housing development in the area of the Property; and (e) all other matters (including, without limitation, the results of any physical inspections, environmental assessments, wetlands assessments, engineering studies and site plan studies) affecting or relating in any way to the Property are otherwise satisfactory to Buyer. During the Investigation Period and until the Closing, Seller shall provide Buyer and its agents with access to the Property, upon forty eight (48) hour advanced notice, to perform tests and inspections and otherwise do all things that may be necessary (including, without limitation, clearing the Property for survey purposes, soil borings, and environmental investigations, among other things), as determined by Buyer in order to accomplish Buyer's goals as set forth in the immediately preceding sentence. Buyer hereby indemnifies and holds Seller harmless from any loss, cost or expense, including, but not limited to, attorneys' fees and costs incurred by Seller as a result of the gross negligence or intentional misconduct of any of Buyer's agents who enter the Property. Notwithstanding anything contained herein to the contrary, Buyer shall have no indemnification obligation with respect to, or other liability for, or in connection with any claims arising from, pre-existing conditions on or under the Property, or those arising from the presence, discovery or disturbance of Hazardous Substances, Hazardous Waste, and Hazardous Materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. '9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those

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terms are defined in the Clean Water Act, 33 U.S.C. '1251 et seq. and the regulations promulgated thereunder (as amended from time to time), the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (as amended from time to time), and the Florida Resource Recovery and Management Act, Florida Statutes '403.70-403.73 (as amended from time to time) and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by the United States Congress or EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance). No later than seven (7) days after the Effective Date, Seller shall provide to Buyer any and all information relating to the Property which is in Sellers' possession or control or in the possession or control of Sellers' agents, employees and/or professionals, including, without limitation, full and complete copies of all leases, surveys, topographical maps, soil boring reports, traffic studies, any and all environmental reports, site planning concepts, project approvals, permits, licenses, title policies, proof of payment of school, water, sewer, road and recreational impact fees, homeowners' association documents, developer agreements (whether recorded or not) and any other document of which Seller has knowledge. If for any reason Buyer, in its sole and absolute discretion, determines that the Contemplated Improvements cannot be built on the Property or that Buyer wishes to terminate this Agreement for any reason or no reason at all, then no later than the expiration of the Investigation Period, Buyer shall, in writing, notify Seller that it has elected not to proceed with the transaction contemplated hereby. Thereupon, the Deposit shall immediately be returned to Buyer without the need for any authorization from Seller to Escrow Agent and the parties hereto shall be relieved of all liability under this Agreement other than those that specifically survive hereunder. In the event that Buyer fails to timely notify Seller in writing of its election not to proceed with the transaction contemplated hereby, Buyer shall be deemed to have elected to proceed. Following any inspections upon the Property, Buyer or Buyer's agents shall return the Property to the condition it existed immediately prior to such inspections, reasonable wear and tear excepted.

5. **Conditions Precedent to Buyer's Obligation to Close.** The following are specific conditions which must be satisfied prior to, and must be true at, Closing:

(a) **No Governmental Prohibitions.** There are no governmental prohibitions that prevent Buyer from constructing the Contemplated Improvements.

(b) **Access.** There shall be direct, uninterrupted and continuous ingress and egress access for pedestrian and vehicular traffic to and from the Property.

(c) **Other.** All of the other conditions set forth in this Agreement to be satisfied prior to the Closing shall have been satisfied in all respects as required by the terms of this Agreement.

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6. Closing and Closing Costs.

(a) Closing Date. The purchase and sale contemplated by this Agreement shall close (the "Closing") on or before One Hundred and Eighty (180) days after the expiration of the Investigation Period (the "Closing Date").

(b) Closing Location. The Closing will be held at the offices of Escrow Agent or at such other place as the parties may mutually agree upon.

(c) Early Closing. Notwithstanding anything contained herein to the contrary, at any time prior to the scheduled Closing Date, Buyer in its sole discretion may elect to close this transaction. Buyer shall exercise this election by delivering to Seller written notice of Buyer's intention to close which notice shall set a closing date not more than thirty (30) days from the date of such notice.

(d) Costs. Seller shall pay the cost of all transfer fees, including, documentary stamps to be affixed to the deed and for the recording of, and any and all other costs relating to obtaining title corrective instruments. Buyer shall pay the cost of the recording of the deed, the owner's title insurance policy premium, the cost of the Survey, any title updates, investigation and lien searches and for all recording costs (except the costs of recording curative documents required pursuant to the terms of Section 3 hereof, which costs shall be paid for by Seller). Seller and Buyer shall each pay for their own legal fees in connection with this Agreement.

7. Extensions. Buyer shall be entitled to Four (4) successive Forty-Five (45) day extensions in total, each of which may be applied towards either the Investigation Period or the Closing Date, at the Buyer's sole option (each an "Extension"). For each Extension, Buyer shall pay the sum of Twenty Five Thousand and no/00 Dollars (\$25,000.00) to Seller (each such \$25,000.00 payment is hereinafter referred to as an "Extension Payment"). Buyer shall receive a credit against its obligation to pay the Purchase Price hereunder in an amount equal to the aggregate the Extension Payment(s). Each such Extension Payment after the expiration of the Investigation Period shall be non-refundable to Buyer, unless Buyer terminates this Agreement due to any of the following: (1) pursuant to Buyer's right to terminate pursuant to this Agreement, (2) pursuant to Buyer's right to terminate in the event of an uncured title defect, (3) pursuant to Buyer's right to terminate as a result of a moratoria at the Property, (4) pursuant to Buyer's right to terminate as a result of a condemnation at the Property, and (5) as a result of Seller's breach of this Agreement.

8. Seller's Deliveries. Seller shall deliver to Buyer at least five (5) days prior to the Closing copies of the following documents (with the exception of subsection (c) below which shall be delivered at Closing), dated as of the day of Closing, the delivery and accuracy of which shall be a condition to Buyer's obligation to consummate the transactions contemplated hereby:

(a) Warranty Deed. A special warranty deed (the "Deed") in recordable form, duly executed by Seller, conveying to Buyer good, marketable and insurable fee simple title to the Property subject only to those exceptions contained in the Title Commitment and approved by Buyer pursuant to the terms of this Agreement, with the legal description provided in the Title Commitment.

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(b) **Affidavit.** A no-lien and exclusive possession affidavit in form and content customarily used in Indian River County, Florida. The no-lien affidavit shall relate to any activity of Seller at the Property within the period that a mechanic's lien can be filed based on such activity prior to the Closing.

(c) **Title Insurance.** To the extent necessary to permit the Title Company to remove any exception in the Title Commitment for mechanics' and materialmen's liens and general rights of parties in possession, an affidavit as to debts and liens and parties in possession executed by Seller, made to Buyer and the Title Company and in a form reasonably acceptable to the Title Company, along with a GAP Affidavit and any other items reasonably required by the Escrow Agent.

(d) **FIRPTA Affidavit.** In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("FIRPTA"), Seller will deliver to Buyer at the Closing Seller's affidavit under penalty of perjury stating Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations promulgated thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Buyer that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with in all respects. As required by law, if Seller fails to comply with the requirement of this subsection, Buyer shall withhold ten percent (10%) of the Purchase Price in lieu of payment thereof to Seller and pay it over instead to the Internal Revenue Service in such form and manner as may be required by law.

(e) **Seller's Certificate.** A duly executed certification (the "Seller's Certificate") that every warranty of Seller under this Agreement is true and correct as of the Closing as if made by Seller at such time. Such warranties will survive the Closing for a period of 12 months.

(f) **Corporation Documents, if applicable.** A company resolution and incumbency certificate duly executed, authorizing Seller to close the transaction contemplated hereby and execute any and all documents in connection therewith, together with (a) certified, by the Florida Secretary of State, articles of organization [LLC; (b) certified, by the Florida Secretary of State, certificate of active status, and (c) certified operating agreement [LLC].

(g) **Other Documents.** Any and all other documents as may be reasonably necessary or requested by Buyer in order to fully and completely consummate the transactions contemplated hereby pursuant to the terms of this Agreement.

9. **Buyer's Deliveries.** At the Closing, and after Seller has complied with all of the terms and conditions of this Agreement and simultaneously with Seller's delivery of the documents as specified in this Agreement, Buyer shall:

(a) **Purchase Price.** Pay to Seller, by wire transfer of funds, the Purchase Price, adjusted for the pro rations and other payments provided for in this Agreement; and

(b) **Buyer's Resolution.** Deliver to Seller a resolution, duly executed, authorizing Buyer to close the transaction contemplated hereby.

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10. **Taxes and Prorations.** At the Closing, the taxes on the Property shall be prorated as of the Closing Date, between the parties on the basis of the taxes paid for the most recent year that have been assessed and billed. If the actual taxes for the year of Closing are not determinable on the date of the Closing, then the parties agree to re-prorate taxes promptly upon issuance of the tax bill for the year of the Closing. Any special assessment liens certified as of the date of the Closing shall be paid for by Seller. Any pending liens shall be assumed by Buyer. This provision shall survive the Closing of the transaction.

11. **Possession.** Buyer shall be granted full possession of the Property as of the Closing vacant and free of any and all tenancies.

12. **Seller's Warranties.** Seller hereby warrants to Buyer as follows:

(a) **Title.** Seller is vested with good and marketable fee simple title to the Property subject only to the permitted title exceptions as provided herein.

(b) **No Condemnation.** There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and Seller has received no notice of the desire of any public authority to take or use the Property or any part thereof.

(c) **No Litigation.** Seller has not received notice of any pending suits or proceedings against or affecting Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof or (ii) do or could prohibit or make unlawful the consummation of the transactions contemplated by this Agreement, or render Seller unable to consummate the same.

(d) **Environmental.** Seller has not violated any applicable environmental laws affecting the Property, including, without limitation, any laws relating to toxic and/or hazardous wastes as defined by Federal or Florida law.

(e) **Authority.** Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement and to perform all of its obligations arising under this Agreement.

(f) **No Violation of Seller's Agreements.** This Agreement and any of the documents executed or to be executed by Seller hereunder do not and will not contravene any provision of any document governing Seller's authority to act hereunder, any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law, rule or regulation, in each case applicable to Seller and/or the Property.

(g) **Tax Liens.** The Property is free and clear of all liens except for ad valorem taxes for the year of Closing, not yet due and payable, and for all subsequent years.

(h) **No Violation of Laws.** There is no violation of, any law, regulation, ordinance, order or judgment affecting the Property.

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(i) No Unrecorded Encumbrances. There are no unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.

(j) No Knowledge of Facts. There are no facts that prohibit it from closing the transaction contemplated hereby in accordance with the terms hereof.

(k) No Untrue Statements. No representation or warranty by Seller, to Seller's knowledge, in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(l) No Adverse Tax Matters. There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller with respect to the Property, nor to the best of Seller's knowledge, are there any actions, suits, proceedings, investigations or claims for additional taxes and assessments asserted by any taxing authority.

(m) No Mechanics' Liens. There are no mechanics' or materialmen's liens against the Property and if subsequent to the Closing hereunder, any mechanics' or other liens shall be filed against the Property or against Buyer or its assigns and not caused by Buyer, based upon any act or omission occurring prior to the Closing on the Property, Seller shall take such action, within ten (10) days after notice of the filing thereof, by bonding, deposit, payment or otherwise, as will remove, transfer or satisfy such lien of record against the Property, at Seller's sole cost and expense.

(n) No Parties in Possession. There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise and Seller has made available to Buyer accurate information and complete copies of any and all service contracts which are in Seller's files and to the best of Seller's knowledge. Seller has delivered or made available all other reasonable due diligence materials requested in writing by Buyer which are in Seller's possession.

At the Closing, Seller shall, in writing, reaffirm to Buyer pursuant to the Seller's Certificate the truth and correctness, as of the date of the Closing, of each of the aforementioned warranties and agrees to indemnify and hold Buyer harmless from and against any and all loss or damage suffered by Buyer on account of the untruth or incorrectness of any such warranties. The aforementioned warranties shall survive Closing for a period of 12 months.

13. **Covenants of Seller.** Seller hereby covenants with Buyer as follows:

(a) No Creation of Encumbrances. Between the Effective Date and the date of Closing, Seller will not, without Buyer's prior written consent, which shall not be unreasonably withheld or delayed, create by its consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, mortgages or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

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(b) No Zoning Action. Between the Effective Date and the date of the Closing, Seller will not file any application for any change of the present zoning classification of the Property, unless requested to do so by Buyer. In the event Buyer requests Seller to file any such application, Seller will cooperate fully with Buyer in all respects by executing consents, applications and other such documents reasonably requested by Buyer in connection with its efforts in developing the Property.

(c) No Environmental Action. Between the Effective Date and the date of the Closing, Seller will not file any application for any environmental permit or any change to any existing environmental permit, approval, report, status or condition of any kind relating to the Property unless such change is requested by Buyer. Seller will cooperate fully with Buyer in all respects by executing consents, applications and other such documents reasonably requested by Buyer in connection with its efforts in developing the Property to a condition such that building may commence.

(d) Maintenance of Insurance. Between the Effective Date and the date of the Closing, all existing insurance policies shall remain continuously in full force and effect.

14. Moratoria. If, at the time of the Closing, there are sewer, water, building or other moratoria in effect which would interfere with the immediate construction and occupancy of the Contemplated Improvements, then Buyer, at its sole option, may: (a) terminate this Agreement and obtain a return of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder other than those that specifically survive hereunder or (b) close the transactions contemplated hereby without regard to the moratoria and without any adjustment in the Purchase Price or extension of the Closing date.

15. Real Estate Commissions. Buyer and Seller hereby warrant to each other that, other than Michael Baugh of EXP Realty, LLC, neither party are represented by a real estate broker or agent and that no other real estate commission shall be paid in connection with this transaction and each party shall indemnify the other from any claims of any parties claiming a commission by, under or through either party. Michael Baugh shall be paid commissions of ___% of the Purchase Price at Closing, and all commissions shall be due and payable solely by Seller. This provision shall survive the Closing of the transaction.

16. Condemnation. In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise (which materially impairs the proposed development of the Property), prior to the Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to the Closing, then Seller shall notify Buyer promptly and Buyer shall have the option, in its sole and absolute discretion, of either (a) terminating this Agreement and obtaining a return of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder other than those that specifically survive hereunder or (b) proceeding to the Closing in accordance with the terms of this Agreement, but at the Closing Seller shall assign to Buyer all of Seller's right, title and interest in, to and under any and all awards that have been or may be made with respect to such eminent domain proceeding or condemnation. Any such election hereunder must be made by Buyer within twenty (20) days of the notice furnished by

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Seller. If Buyer fails to make an election in writing, Buyer shall be deemed to have elected alternative (a) above.

17. **Loss or Damage.** Any loss or damage to the Property between the Effective Date and the Closing shall not void this Agreement or modify the provisions hereof, provided, that Seller shall repair such loss or damage to the Property prior to the Closing as a condition of Buyer's obligations to proceed to the Closing hereunder. In the event that Seller fails to repair such loss or damage prior to the Closing, Buyer may, at its sole election and option, either (a) suspend the Closing for a sufficient period of time in order to allow Seller to complete the repairs or (b) deduct from its obligation to pay the Purchase Price hereunder a sum sufficient to complete the repairs as certified by Buyer's architect or engineer.

18. **Default.**

(a) **Buyer Default.** If the transactions contemplated hereby do not close solely due to a refusal or default on the part of Buyer, then the Deposit, together with any and all interest earned thereon, shall be delivered by Escrow Agent to Seller as liquidated and agreed upon damages and thereafter, Buyer shall be relieved from all further obligations under this Agreement and Seller shall have no further claim against Buyer for specific performance or for damages by reason of the failure of Buyer to close the transactions contemplated hereby.

(b) **Seller Default.** If the transactions contemplated hereby fail to close due to a default on the part of Seller, then at the option of Buyer the Deposit shall be returned by Escrow Agent to Buyer, together with any and all interest earned thereon, provided, however, that such return shall not limit Buyer's right to maintain an action for specific performance of this Agreement by Seller and to pursue any and all other rights and remedies available to Buyer at law and in equity for damages suffered by Buyer as a result of Seller's default.

19. **Cure Period.** Prior to any claim of default being made, parties will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have five (5) days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

20. **Escrow.** Escrow Agent, in receiving funds to hold in escrow hereunder, is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may file an interpleader action and deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Indian River County, Florida, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow

Attachment 3

Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court cost in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to a willful breach of this Agreement or gross negligence on the part of Escrow Agent.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

23. **Survival of Paragraphs.** The terms, conditions and warranties contained herein that state they specifically survive shall survive the Closing and delivery of the Deed or earlier termination of this Agreement as set forth herein.

24. **Waiver; Modification.** The failure by Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit that is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

25. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with the laws of, the State of Florida. The venue of any litigation arising out of this Agreement shall be Indian River County, Florida.

26. **Headings.** The section headings as set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section herein.

27. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sent by registered or certified mail, return receipt requested, facsimile, electronic mail or by express overnight courier, as follows:

If to Buyer:	Housing Trust Group 3225 Aviation Avenue, 6 th Floor Coconut Grove, Florida 33133 Attention: Mr. Matthew Rieger Telephone: (305) 860-8188 Facsimile: (305) 639-8427 Email: mattr@htgf.com
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If to Seller:	Housing Trust Group, LLC Mazalpov, LLC <i>HM</i>
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HM

Attachment 3

HM

11201 Shaker Blvd STE 203
Cleveland OH 44104
Attention: Mr. Haim Mayan
Telephone: (954) 274-0551
Email: haim @mayangroup.us

~~Address: 3225 Aviation Avenue, 6th Floor
Coconut Grove, FL 33133
Attention: Mr. Matthew Rieger
Telephone: (305) 860-8188
Facsimile: (305) 639-8427
Email: matt@htgf.com~~

Escrow Agent/Counsel:

Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attention: Brian McDonough
Telephone: (305) 789-3350
Email: BMcDonough@stearnsweaver.com

Notice shall be deemed given if forwarded by certified mail through the facilities of the United States Postal Office on the day following the date that the notice in question is deposited in the facilities of the United States Postal Service. If notice is forwarded by express overnight courier, it shall be deemed given on the day following the date that the notice in question is deposited in the facilities of an express overnight courier. Notice may also be provided by confirmed facsimile or via electronic mail.

28. **Assignment.** This Agreement may be assigned by Buyer. Seller may not assign its rights under this Agreement.

29. **Limited Power of Attorney.** Following the expiration of the Investigation Period, Seller authorizes Buyer to act on behalf of Seller for the limited purpose of applying for and obtaining approvals and executing various other applications, agreements and other documents related to the Contemplated Improvements to be developed on the Property (“Building Approvals”), so long such Building Approvals do not irrevocably bind the Property. Building Approvals may include applications for site plan approvals, building permits, zoning waivers and other applications similar in nature, and also may include executing various agreements with public or provide utility providers, municipalities or other government authorities, and other agreements related to obtaining a final building permit and/or permit ready letter.

30. **Attorneys’ Fees.** In the event that it becomes necessary for either party to bring suit to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover all costs, including attorneys’ fees, incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party. This provision shall survive the Closing of the transaction.

31. **Force Majeure:** Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond

HM

Attachment 3

its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the Party shall use its best efforts to ameliorate the effects of any such failure or delay.

32. **Effective Date.** The effective date of this Agreement (the “Effective Date”) shall be the date upon which the last party to execute this Agreement has delivered the fully executed Agreement to the other party in accordance with Section 27.

33. **Time of the Essence.** Time is of the essence with respect to each provision of this Agreement that requires action be taken by either party within a stated time period, or upon a specified date, provided, however, if the date for performance is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

34. **Counterparts; Email or Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute but one and the same instrument. This Agreement shall be effective when the parties have emailed or faxed their respective signatures either to the other party or to the other party’s counsel. Email or facsimile signatures shall have the same legal effect as original signatures.

[SIGNATURES BEGIN ON THE NEXT PAGE]

Attachment 3

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

BUYER:

HOUSING TRUST GROUP, LLC,
a Florida limited liability company

By: 
Matthew Rieger, Manager

Date: 3 March 1st, 2022

SELLER:

MAZALPOV, LLC
a Florida Limited Liability Company

By: Haim Mayan
Name: Haim Mayan
Title: Manager

Date: 03-03-2022 9:00 AM PST, 2022

Attachment 3

EXHIBIT "A"

The Property

W 1/2 of the NE 1/4 of the NW 1/4 of Section 27, Township 32 South, Range 39 East, Indian River County, Florida, LESS the North 735 feet (Plat Book 4, page 87), and the South 165 feet as in Official Records Book 182, page 632, of the Public Records of Indian River County, Florida.

Attachment

4

Project Description Narrative

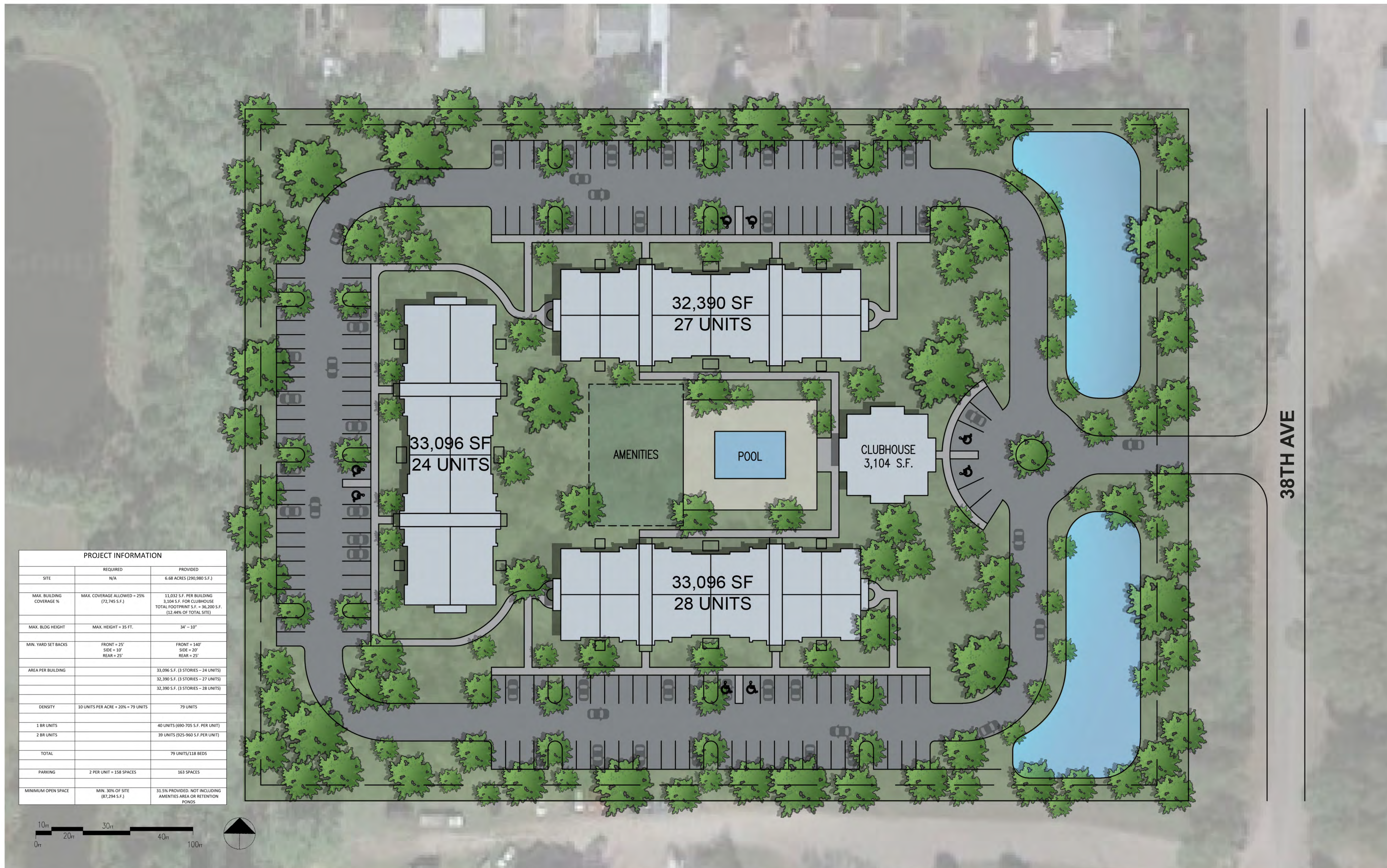
Our vision is to redevelop a vacant underutilized property into a green, first class, affordable housing development. Amenities for the project include a clubhouse, fitness center, business center, swimming pool, parking, and outdoor recreational areas. The project will be intended for a senior demographic. The unit mix for the building will consist of 39 1/1 units and 40 2/2 units for a total of 79 units. The site plan consists of three residential buildings and a separate clubhouse. The buildings will be three-story wood construction garden style.

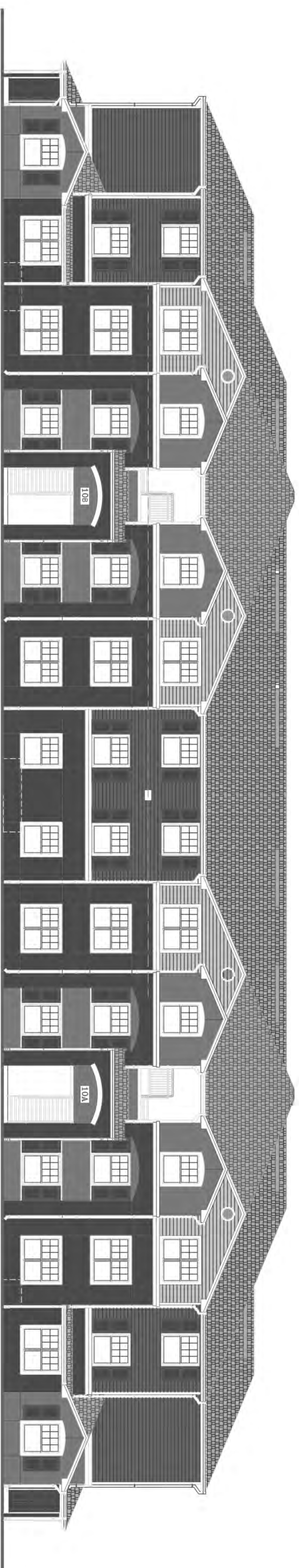
The financial contribution obtained from the County will allow us to apply for the 9% Low Income Housing Tax Credits needed to move forward with this community. Senior communities like this provide quality of life to households that depend on fixed incomes and allow them more flexibility through increased disposable income. With the rent increases experienced throughout Florida, the need for these units is more exacerbated than ever before.

The amount of funding being requested from the County is \$340,000 for 79 units (around \$4,000 per unit). This grant will allow us to leverage roughly \$18MM in tax credit equity. If the project is awarded the tax credits from the State, we expect to complete full pre-development, site plan approvals, and permitting between April and December 2023. Once building permits are obtained, we can proceed towards closing and construction commencement, estimated in the first quarter of 2024. Considering a 12-month construction timeframe for a project this size, these units are expected to be available to seniors during the first quarter of 2025.

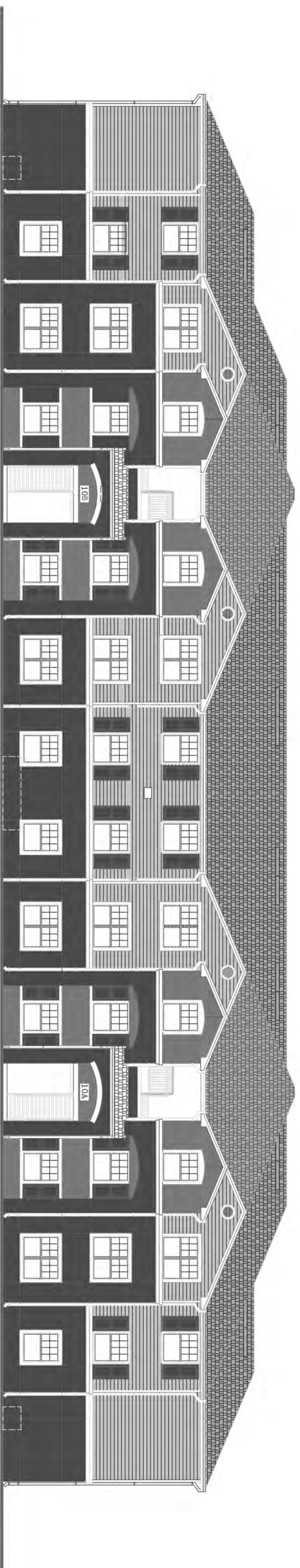
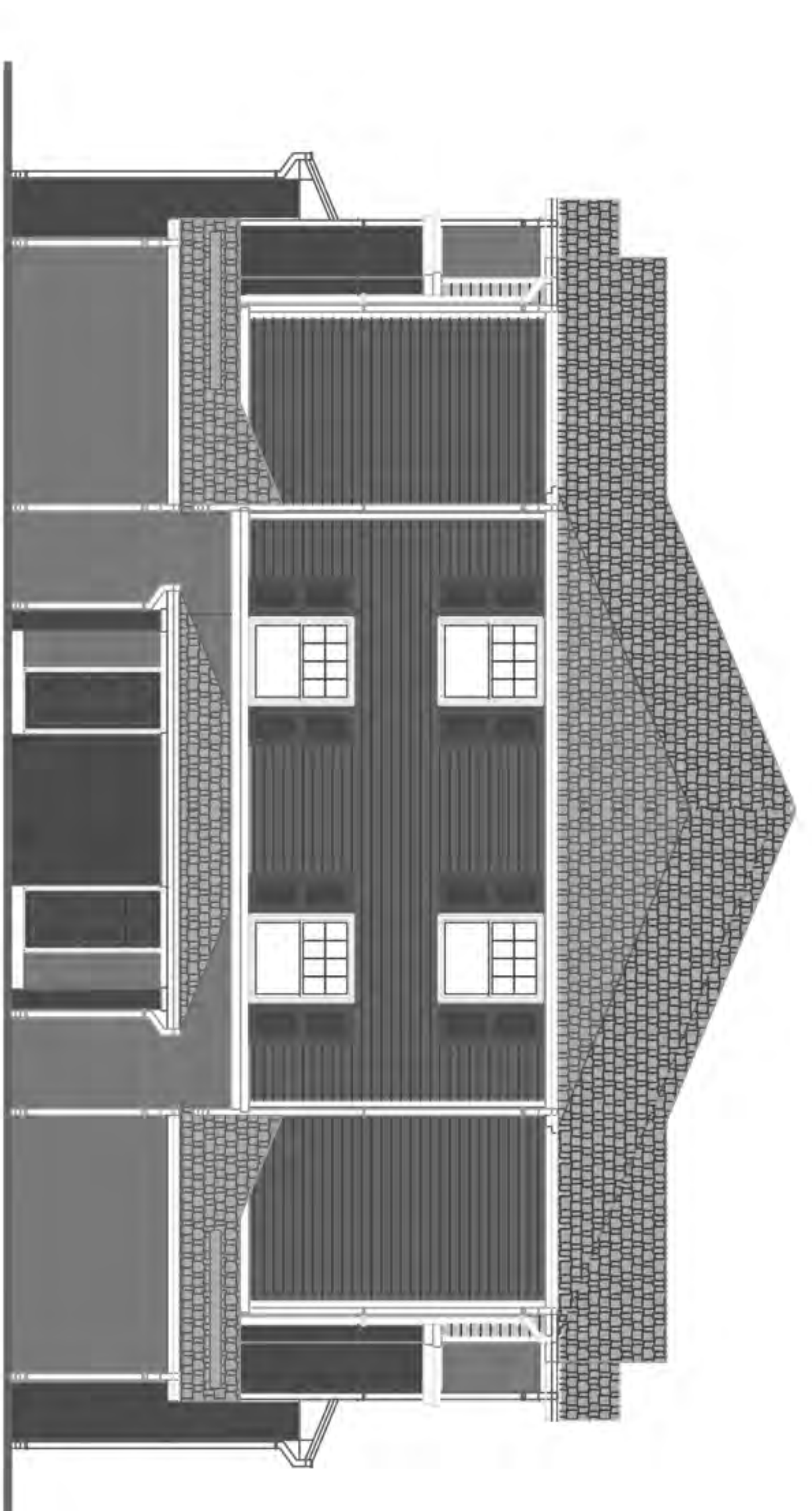
Project Breakdown

- Unit mix: 39 1/1 units and 40 2/2 units
- Demographic
 - Senior 55+
- AMIs Served:
 - 33% AMI (8 units total): \$495 to \$540 monthly rent range
 - 60% AMI (71 units total): \$900 to \$1,080 monthly rent range
- Amenities
 - Clubhouse
 - Fitness center
 - Business center
 - Outdoor area
 - Pool
 - Parking
- Structure type
 - Wood, Garden Style
- Site Plan and Sample Elevations Attached

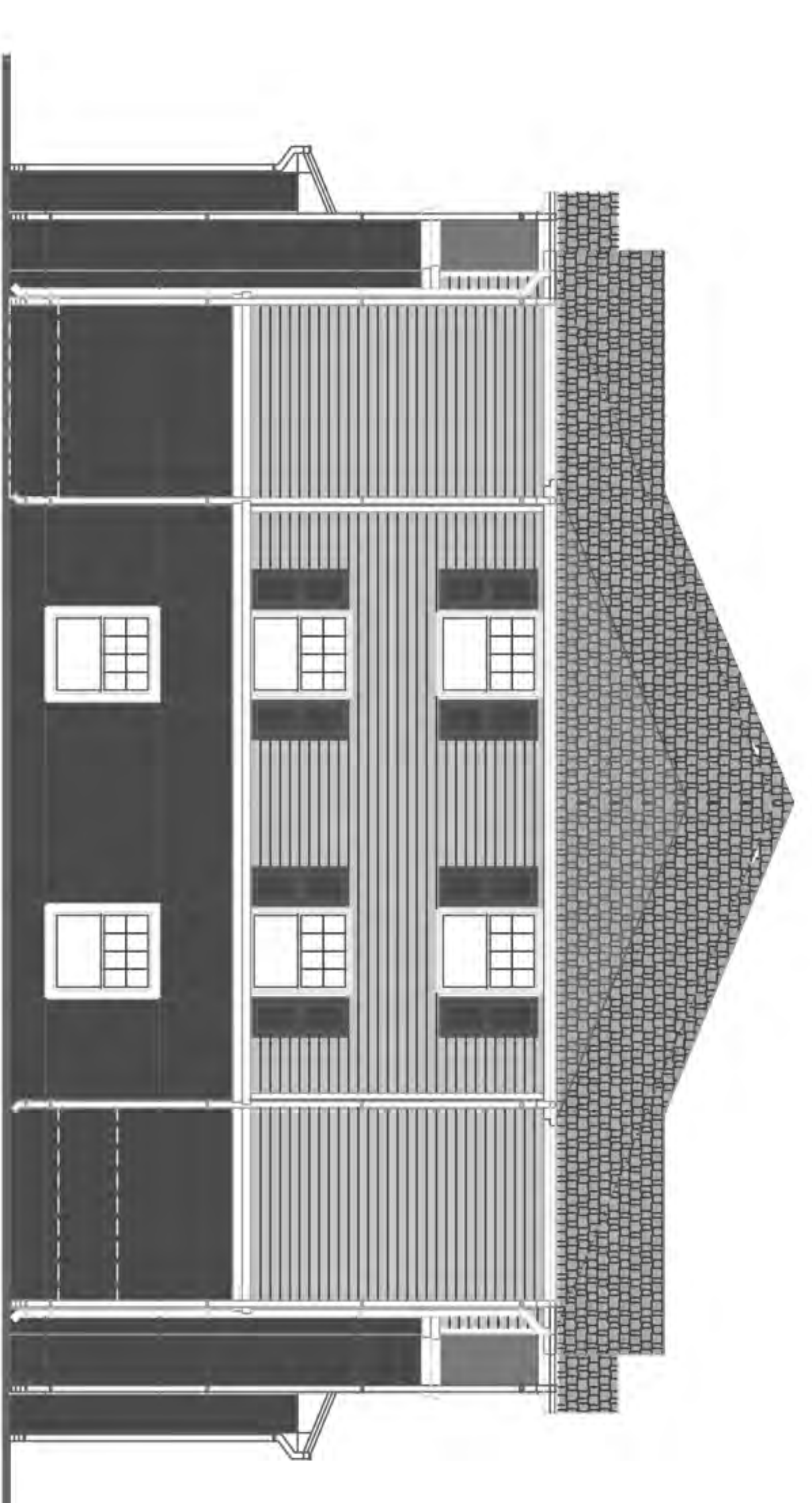




OPTION A



OPTION B



Attachment

5

SAM.gov Status

Please see image below. A request with SAM.gov for an active registration and Unique Entity ID assignment was made over 22 days ago and still pending. Multiple attempts have been made to expedite the process yielding little to no response. When the request was submitted they expressed it takes roughly 7-10 business days to be provided a Unique Entity ID and continue with the registration process. It is well over the 10 business day and out of our control. We are actively checking and will provide the SAM registration as soon as it is processed (their website continues to show they are experiencing delays).

The screenshot shows a web browser window with the URL https://www.fsd.gov/gsafsd_sp?tid=ticket&is_new_order=true&table=u_incident_gsafsd&sys_id=%205d6e61941bd59154937fa64ce54bcb26. The browser's address bar shows the URL and search, zoom, and refresh icons. The page title is "Housing Trust Group Favorites" and the browser's address bar shows "Florida Housing Fin...", "CoStar", "MF Map", "Pipeline Smartsheet", "Sunbiz", "Procurem", and "YardiOne Dashboard".

The page content includes the "fsd.gov" logo and navigation links for "Home" and "Knowledge Base". The main content area displays a ticket titled "Entity Not Found Reference Number: 83cfa455-3248-482f-80e7-fb2cc19eabc2". The ticket details are as follows:

Entity Not Found Reference Number: 83cfa455-3248-482f-80e7-fb2cc19eabc2	
Number	INC-GSAFSD6691309
State	In Progress
Priority	3 - Moderate
Created	22d ago
Updated	2h ago

The ticket also includes a "Cancel" button and an "Attachments" section with a "Drop files here" placeholder. A note at the bottom of the ticket reads: "NOTE: Please do not attach documents containing Personally Identifying Information (PII), Controlled Unclassified Information (CUI), or other sensitive, unsolicited information to your FSD Tickets. All Entity Validation Data related to UEI must be submitted via SAM.gov. Notarized Letters may be attached to FSD tickets after logging into FSD via Login.gov."

The ticket's comment history shows two entries:

- 2h ago**: Additional comments reply from: carlos@hngf.com. The comment text reads: "I still have not heard any response regarding this request. It has been over 10 business days please let me know when I can expect to be assigned a Unique Entity Number."
- 3d ago**: Additional comments reply from: carlos@hngf.com. The comment text reads: "The correct name should be Housing Trust Group LLC. When should I expect to be given my unique Entity ID. I have provided"

A "Live Chat" button is visible in the bottom right corner of the page.