BEFORE THE FLORIDA HOUSING FINANCE CORPORATION

LANDINGS PORT RICHEY SENIOR HOUSING LIMITED PARTNERSHIP and NATIONAL CHURCH RESIDENCES,

Petitioners		FHFC Case No. <u>2014-08</u> 4BP
vs. FLORIDA HOUSING FINANCE CORPORATION,		RFA 2014-111 DOAH Case No
Respondent.	/	

FORMAL WRITTEN PROTEST AND PETITION FOR ADMINISTRATIVE HEARING

Petitioners Landings Port Richey Senior Housing Limited Partnership ("Applicant") and National Church Residences ("Developer" or "NCR" and, together with Applicant, "Petitioners") jointly file this Formal Written Protest and Petition for Administrative Hearing ("Petition") pursuant to sections 420.507(22), 420.5087, and 120.57(3), Florida Statutes ("F.S."), and rules 67-60.009, 28-106.111, and 28-106.201, Florida Administrative Code ("F.A.C."). This Petition challenges the October 30, 2014, decision of the Board of Directors of Respondent Florida Housing Finance Corporation ("Florida Housing") to reject the Petitioners' application submitted in response to Respondent's Request for Application 2014-111 for State Apartment Incentive Loan ("SAIL") financing of affordable multifamily housing developments to be used in conjunction with tax-exempt bond financing and non-competitive housing credits (the "RFA"). Specifically, the Florida Housing Board approved its Review Committee's motion to select, instead of Petitioners' application, the single competing, and lower-scoring, application submitted for the same unique type of project, called "Elderly Transformative Preservation."

I. Parties

- 1. Applicant is a legally formed Florida limited partnership qualified to do business in Florida that applied for funding of an "Elderly Transformative Preservation" facility¹ pursuant to the RFA. Petitioner sought the funding allocation in order to undertake its proposed acquisition and transformative rehabilitation of 196 units, 30 of which are set-aside for Extremely Low Income ("ELI") residents, at the Landings of St. Andrew Port Richey Senior Housing project located at 5852 Sea Forest Drive, New Port Richey, Florida 34652 (the "Project"). Developer is an Ohio non-profit corporation, without shareholders, qualified to transact business in Florida, is a leading national developer of numerous low-income housing projects, and is the contracted developer for the Project. For purposes of this proceeding, Petitioners' address, telephone number, and email address are those of its undersigned counsel.
- 2. Florida Housing is the "agency" affected by this Petition, as declared by subsection 420.504(2) [2d sentence], F.S, to be within the meaning or scope of "agency" as defined in subsection 120.52(1), F.S. Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301. Florida Housing's file number for the Application is 2014-414S.

II. Notice

3. Petitioners received notice of Florida Housing's decision to select a number of applications, but excluding the Applicant's, for SAIL funding pursuant to the RFA on October 30, 2014. A copy of the notice posted on Florida Housing's website announcing that Board action is attached in composite Exhibit 2, along with an email to like effect containing a link to the posted notice. Applicant was not among the applicants recommended for an allocation of

¹ This type of facility is an innovative variety of development project for Florida Housing, described and highly touted in the undated FHFC publication attached as Exhibit 1: "Proposed Elderly Transformative Preservation Approach in Upcoming [RFAs], Summary Discussion Points for the June 10, 2014 [FHFC public] Workshop."

SAIL funding. (See the notes or annotations on Exh. 2, p. 2, below the chart.) The only other applicant for "Elderly Transformative Preservation Goal" was recommended instead.

4. In compliance with Florida Housing rule 67-60.009(2), Petitioner timely filed a notice of intent to protest on November 3, 2014.² A copy of that notice is attached as Exhibit 3.

III. Background

- 5. Florida Housing is a "public corporation and a public body corporate and politic" created by section 420.504, F.S., to administer the state governmental function of awarding various types of funding or financing for affordable housing and related facilities in Florida. Among the programs administered by Florida Housing is the SAIL Financing Program, as provided by sections 420.507(22) and 420.5087, F.S. Florida Housing manages the SAIL program, which provides low-interest loans on a competitive basis to qualified affordable housing developers. This funding bridges the gap between a development's primary financing and the total cost of development and is available to individuals, public entities, not-for-profit organizations, and for-profit entities that propose the construction or substantial rehabilitation of multifamily units affordable to very low income individuals and families.
- 6. On August 25, 2014, Florida Housing issued the RFA, which solicited applications from developers of affordable multifamily housing for families and the elderly. The RFA explains that Florida Housing expects to offer up to an estimated \$64,408,000 of low interest loans to be used in conjunction with tax-exempt bonds and non-competitive housing credits that it is also offering. This financing is available only to those providing at least 15% of

² That notice of intent was submitted, and this Petition is filed, in compliance with the Florida Housing rules at Chapter 67-60, F.A.C., and related provisions of the RFA, which purport to require any applicant for SAI L funding desiring to protest a decision of Florida Housing respecting its application to do so solely pursuant to subsection 120.57(3), F.S., and Ch. 28-110, F.A.C. Subsection 120.57(3) governs state government procurement protests, but Florida Housing was not procuring any goods or services for its own use through the RFA. Petitioners respectfully expressly reserve all of their other rights and remedies under applicable law, including specifically but without limitation their rights to seek relief available in Florida courts.

the housing to ELI households and only to those developers that meet the criteria described in Section Four of the RFA. One of the special categories for which the RFA expressly provides is Elderly Transformative Preservation, which is its own distinct category of funding with its own allocated pool of funds. Applicants must meet a number of eligibility requirements and are scored based on, among other things, the applicant's experience and the feasibility of proceeding successfully with the development activity to be funded.

- 7. Section Three of the RFA presents various specific procedures and provisions to follow in completing an application. No reference is made to ensuring that all schedules or attachments to very requested document be submitted.³
- 8. On September 18, 2014, Applicant timely filed its sworn Application, a copy of which is attached here as Exhibits 4A (body) and 4B (attachments) (together the "Application"). The Application describes the proposed Project in great detail, including renovations to the facility, extensive services to be provided to residents, and all elements of planning financing.
- 9. The notice of applications selected for funding posted on Florida Housing's website, adopting the Review Committee's recommendations, was published along with a table of all applications. That table distinguished or was divided between eligible and ineligible applications. (See Exh. 2, chart titled "All Applications".) The Florida Housing Board never considered funding for the applications declared ineligible, apparently by its staff or the Review Committee. The Petitioners' Application was listed among those "ineligible" applications.

The Florida Housing SAIL Financing application website pages, website http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2014-111/ provides a number of resources, including a question and answers document. Question 11 of the Question and Answers document asks whether a "developer [who] doesn't currently own the properties that he would utilize for the developer experience [would] still meet the criteria for an Experienced Developer." The answer provided is that "yes," such a developer may meet those criteria if "the Principal claiming the experience was a Principal for the previously-owned development." In other words, if this particular developer does not itself have sufficient experience, then the developer may rely on the experience of its principals. The Developer here had more than ample experience.

10. In addition to that table, Petitioner obtained from Florida Housing several scoring documents attached hereto as composite Exhibit 5. Those scoring documents show that Petitioner's application would have been the leading application, by a significant margin, in the distinct category for Elderly Transformative Preservation, had Florida Housing not erroneously deemed the Application ineligible. Just two purported reasons support the fatal "ineligible" designation. First, according to a Florida Housing sheet listing scoring issues, Petitioner failed to attach two schedules - numbers 1.2 and 8.3 - to the Purchase Agreement submitted to demonstrate Petitioner's control of the proposed rehabilitation site. Second, according to a footnote to a checklist provided by Florida Housing, Petitioner failed to "provide the name of a principal with the required Developer Experience as required by section 3.a.(3) of the RFA." Both those determinations were inappropriate and disregarded information in the Application. At the same time, another Florida Housing scoring document demonstrates that Petitioners' Application received a total score of 57, whereas the only other competitor for funding in this same category, for a project called Mount Carmel Gardens, received a score of just 51. Thus, had the Application not been improperly deemed ineligible, the Applicant would have been recommended and approved for funding in accordance with its Application.

IV. Substantial Interests Affected

- 11. The Applicant's Application for SAIL financing was deemed ineligible for consideration by the Florida Housing Board of Directors at its meeting on October 30, 2014.
- 12. As previously stated, Florida Housing's Board of Directors accepted the recommendations of its Review Committee, including the recommendation that the Application be deemed ineligible. As explained below, the determinations or conclusions that Petitioner (1) failed to provide the name of a principal with the required experience and (2) that Petitioner did

not meet its obligations to demonstrate site control, are both incorrect and arbitrary. Applicant provided the required experience and site control documentation. Therefore, Applicant satisfies the requirements and should have been deemed eligible and recommended and approved for consideration and funding. The Applicant and Developer would then have been able to proceed with the Project as proposed in the Application.

13. Moreover, had Petitioners' Application been properly considered, the Applicant would have been eligible for its requested allocation of SAIL financing. Petitioner received a score of 57 points and was assigned a lottery number of 5. The only other applicant in this same unique category received a score of 51 points and was assigned a lottery number of 10. But for Florida Housing's improper treatment of Applicant as ineligible for consideration, it would have been awarded an allocation of SAIL financing. But for Florida Housing's improper conduct, Applicant would included in this cycle of SAIL funding. More specifically, Applicant and Developer would have completed and passed the credit underwriting process and would have proceeded as planned to develop the Project in the manner their Application describes. Thus, Petitioners' substantial interests are directly, adversely affected by Florida Housing's action.

A. The Requisite Developer Experience Was Provided

- 14. The RFA requires that at least one "Principal" of an applicant's identified "Developer entity" meet certain experience requirements. Specifically, the RFA provides on page 5 at Section 4.A.3.a.(3)(a) as follows:
 - (3) General Developer Experience

The Applicant must demonstrate that at least one Principal of the Developer entity . . . meets the General Developer Experience requirements as outlined in (a) and (b) below:

(a) General Developer Experience:

A Principal of each experienced Developer entity must have, since January 1, 1991, completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2001. At least one (1) of the (3) completed developments must consist of a total number of units no less than 50 percent of the total number of units in the proposed Development. For purposes of this provision, completed for each of the three (3) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one of the residential apartment buildings within the development, or (ii) that at least one (1) IRS Form 8069 has been issued for one of the residential apartment buildings within the development. As used in this section, an affordable rental housing development, including a Housing Credit development that contains multiple buildings, is a single development regardless of the number of buildings within the developments for which an IRS Form 8609 has been issued.

If the experience of a Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the Principal must have also been a Principal of that previous Developer entity.

(b) Prior Developer Experience Chart:

The Applicant must provide, at Attachment 3 to Exhibit A, a prior experience chart for each Principal intending to meet the minimum general development experience reflecting the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

Each prior experience chart must include the following information:

	Prior General De	velopment Experience Chart		
Name of Principal with th	e Required Experience:			
Name of Developer Entity	(for the proposed Develop	oment) for which the above Party	is a Principal:	
	Location	Affordable Housing Program	Total Number	Year
Name of Development	(City & State)	that Provided Financing	of Units	Completed

15. The terms "Applicant," "Developer" and "Principal" are defined in an exhibit attached to the RFA as Exhibit C. "Applicant" is defined in relevant part as "any person or legally formed entity that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation pursuant to Rule Chapter 67-60, F.A.C., for one or more of the Corporation's programs." "Developer" is defined as "any individual, association, corporation, joint venture, or partnership which possesses the requisite skill,

experience, and credit worthiness to successfully produce affordable housing as required in the Application." With respect to a limited partnership, "Principal" is defined as follows:

- . . . (b) With respect to an Applicant or Developer that is a limited partnership, any general partner or limited partner of the Applicant or Developer limited partnership, and with respect to any general partner or limited partner of the Applicant or Developer limited partnership that is: (i) A corporation, any officer, director or shareholder of the corporation, (ii) A limited partnership, any general partner or limited partner of the limited partnership, or (iii) A limited liability company, any manager or member of the limited liability company . . .
- 16. Part 3.a.(3) of the RFA requests the applicant to provide: "For each Developer entity . . . as Attachment 3, a prior experience chart for at least one (1) experienced Principal of that entity."
- 17. Notably, for the Petitioners' Application, the Developer, National Church Residences ("NCR"), is an experienced principal of the Applicant, Landings Port Richey Senior Housing Limited Partnership. The RFA at page 84 defines "Principal" as either "any general or limited partner of the [Applicant] partnership" or "any officer, director or shareholder of the [Developer] corporation." As the Application reflects (Exh. 4B, attach. 2), the Developer is the sole member and manager of the general partner of the Applicant. Thus, by one literal, plain and proper reading of the RFA's definition of Principal, NCR is a defined principal. Its experience, as shown below, has been provided. Moreover, the other pertinent principals of NCR were identified, and their experience is co-extensive with NCR's.
- 18. In this instance, the Developer is a non-profit corporation with extensive national experience of exactly the kind the RFA and Florida Housing desire and expect, and its principals have performed the requisite work with the Developer Corporation.
- 19. Moreover, this particular RFA process involved a permitted "Advance Review of Applicant and Developer Lists of Principals for . . . RFA 2014-111," attached hereto as Exhibit 6. Pursuant to this Advanced Review process, Petitioners provided their lists of principals,

attached hereto as Exhibit 7. In response, Florida Housing approved both lists of principals, as shown by the "Approved" stamp on both. These same lists were resubmitted as an exhibit to Application, as shown in Exhibit 4B (see its attachment 2). Those lists, in a manner that Florida Housing expressly approved, identified the Developer's board of directors and senior officers, as the instructions permitted or required. Among other officers, the president and vice president have both been directly involved with the Developer's pertinent experience. So too has the Developer's Chief Executive Officer, Thomas Slemmer, who is listed on page 6 of 81 of that submission (Exh. 4B). His experience is co-extensive with the Developer's, as he has been with NCR for the last thirty-eight (38) years.

- 20. In compliance with requirements of the RFA, Applicant submitted a detailed Prior General Development Experience Chart at Attachment 3 of its Application. (Exh. 4B, attach. 3). That form names the development company with the required experience as NCR. As stated above, NCR is the sole member and manager of the sole general partner of the Applicant, and thus, NCR is itself a Principal. Mr. Slemmer was identified in Attachment 2 of the Application as an officer of NCR, and the list of Principals for that entity received prior approval by Florida Housing on August 27, 2014. (See Exh. 4B, attach. 2; Exh. 7.) As a Principal of NCR, Mr. Slemmer shares the required experience list for NCR.
- 21. The Petitioners' Prior General Development Experience Chart identified *ten* (10) pages of developments for which Mr. Slemmer served as a Principal. For each of the listed developments, Mr. Slemmer served as an officer of the Developer, thus meeting the definition of "Principal" in Florida Housing's rules. The Developer's qualifying experience was documented.
- 22. Just as NCR meets the definition of "Principal" of the Applicant, Mr. Slemmer meets the definition of "Principal" of the Developer entity and otherwise satisfies the developer

experience requirements in the RFA. It appears that Florida Housing overlooked this relevant information simply because this information, although presented in detail in the Application, was not specifically repeated in every possible attachment. Notably, the RFA requires applicants only to complete a chart in a certain format, summarizing prior general development experience. Here Mr. Slemmer's and NCR's experience – either of which could serve as Principal as defined – are co-extensive. The Application complied adequately with the RFA's instructions, so that Florida Housing should have accepted the information as valid and accurate. Florida Housing's Review Committee and the Florida Housing Board erred by deeming the Application ineligible for consideration based on the RFA's developer experience requirements.

B. The Purportedly Missing Contract Schedules.

- 23. Pursuant to section 5 of the RFA, applicants "must demonstrate site control by providing the following documentation as Attachment 5, as outlined at Section Four A.5 of the RFA: a. A fully executed eligible contract for purchase and sale for the subject property . . ." or two other options to demonstrate ownership.
- 24. RFA Section Four A.5. defines an Eligible Contract: "For purposes of the RFA, an eligible contract is one that has a term that does not expire before March 31, 2015 ...; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the buyer MUST be the Applicant . . ."
- 25. The Application included, as Attachment 5 (Exh. 4B, attach. 5), a detailed Asset Purchase Agreement ("Purchase Contract") executed by Steven A. Van Camp, as vice president of the general partner of the Seller, and by the same Mr. Van Camp as vice president of the managing member of the general partner of the Purchaser. The Purchase Contract gives the parties until June 30, 2015, to close on the purchase (Section 4.1), and provides that Purchaser's

remedies, in the event Seller should default, include demand for performance, or termination of the Purchase Contract, or the right to attempt to remedy the default with any costs incurred being credited to the purchase price (Section 11.1). Purchaser is the Applicant. The Purchase Contract, which is about 30 pages long, satisfies each of the requirements specified by the RFA to evidence site control.

- 26. The Purchase Contract also satisfies settled Florida contracts law, which should be of paramount concern. *See, e.g., Blackhawk Heating & Plumbing Co., Inc. v. Data Lease Financial Corp.*, 302 So.2d 404 (Fla. 1974), holding that "even though all the details are not definitely fixed, an agreement may be binding if the parties agree on the essential terms and seriously understand and intend the agreement to be binding on them."
- 27. The Purchase Contract identifies all essential terms of a contract for the purchase and sale of Florida real property: (i) the legal description of the specific real property to be conveyed is identified in Exhibit A; (ii) Section 2.1 establishes a fixed purchase price to be based on a current appraisal (estimated to be \$7,600,000), subject to adjustments and prorations; (iii) Section 3.1 identifies the quality of title to be conveyed ("marketable fee simple title"); and (iv) Section 4.1 provides an outside closing date of June 30, 2015.
- 28. The Review Committee concluded, erroneously, that the Applicant nevertheless lacked site control because the Purchase Contract did not yet include a schedule relating to certain business records (schedule 1.2) or the form of legal opinion to be delivered by Seller at closing (schedule 8.3). The RFA required neither such schedule, and the Purchase Contract is valid and enforceable without them.
- 29. Thus, the Application included a Purchase Contract that is a fully executed contract for purchase and sale of the subject property. No essential elements of that Contract are

omitted. Each page reflecting its terms is provided; the only supporting materials not then provided are schedules that could not vitiate the Purchase Contract. In short, Attachment 5 is a fully executed and wholly enforceable contract pursuant to Florida law. Florida Housing's contention that the Purchase Contract as submitted is materially incomplete is hyper-technical, not based on any FRA requirement, and contrary to basic, established Florida contract law.

- 30. The Applicant complied with the RFA's instructions, and Florida Housing should have accepted that information as valid and accurate. Florida Housing's Review Committee and the Florida Housing Board erred by deeming the Application ineligible for consideration under the RFA's site control demonstration requirements.
- 31. But for these two improper determinations, which, if of any proper concern at all, should have been waived as minor irregularities, the Application would have been recommended for approval, approved, and successfully proceeded to and through credit underwriting. Instead, as a consequence of Florida Housing's improper and arbitrary determinations, Petitioners will not be able, at this time, to rehabilitate 196 units of which 30 are set aside for ELI households and provide enhanced services to improve the living conditions of the elderly in Pasco County.

V. Disputed Issues of Material Fact and Law

- 32. Disputed issues of material fact and law include:
- a. Whether Developer meets the RFA's requirements for general developer experience;
- b. Whether Florida Housing's determination that the Application was ineligible for an award of SAIL Financing for failure to meet developer experience requirements is contrary to the agency's governing statues, the agency's rules or policies, or the solicitation specifications;

- c. Whether Florida Housing's determination that the Application was ineligible for an award of SAIL Financing for failure to meet developer experience requirements is clearly erroneous, contrary to competition, arbitrary, or capricious;
- d. Whether Florida Housing's review and treatment of Applicant's prior developer experience charts is arbitrary, capricious, or contrary to competition;
 - e. Whether Petitioners meet the RFA's requirements for site control;
- f. Whether Florida Housing's determination that the Application was ineligible for an award of SAIL Financing for failure to demonstrate its control of the pertinent site is contrary to the agency's governing statues, the agency's rules or policies, or the solicitation specifications;
- g. Whether Florida Housing's determination that the Application was ineligible for an award of SAIL Financing for failure to demonstrate its control of the pertinent site is clearly erroneous, contrary to competition, arbitrary, or capricious; and
- h. Whether Florida Housing's review and determination regarding Petitioners' APA, submitted to demonstrate site control, is arbitrary, capricious, or contrary to competition.

Petitioners hereby reserve the right to amend and expand the foregoing statement of material disputed facts and legal issues.

VI. Statement of Ultimate Facts

33. Ultimate facts are that Petitioners' Application was improperly deemed ineligible for an award of SAIL financing because the Application was purportedly incomplete in two respects. The Application satisfied the RFA's general developer experience requirements and its evidence of site control requirements. But for Florida Housing's erroneous determination that

the Application was incomplete, the Application would have been entitled to an award of SAIL financing because the Review Committee's scoring of the Application resulted in a score six points higher than the only competitor for this distinct type of project and SAIL financing.

VII. Right to Amend

34. Petitioners specifically reserve the right to amend this Petition as additional information is developed through discovery, investigation, or review of public records.

VIII. Right to Seek Relief Elsewhere

35. Petitioners specifically reserve the right to challenge the Division of Administrative Hearings' purportedly exclusive jurisdiction, as it is not clear either that Florida Housing, a state funded corporation, qualifies an "agency" for this purpose or that its rules, purportedly requiring any applicant for SAIL funding desiring to protest an action of Florida Housing respecting its application to do so exclusively pursuant to subsection 120.57(3), F.S., evidently to the exclusion of rights and remedies available through the courts and otherwise available under Florida law, are valid, enforceable, or a proper exercise of delegated authority.

IX. Statutes and Rules that Entitle Petitioner to Relief

36. Statutes and rules entitling Petitioner to Relief include, without limitation, Part V of chapter 420, Florida Statutes; sections 120.569 and 120.57, Florida Statutes; and Chapters 67-48, 67-60, 67-53, 28-106, and 28-110, Florida Administrative Code.

X. Demand for Relief

WHEREFORE, Petitioners respectfully request that:

a. Florida Housing promptly schedule a meeting with Petitioners to resolve this protest consensually at a mutually convenient time within seven (7) business days, as required by subsection 120.57(3) (d)1., F.S.;

b. Florida Housing grant this Petition and, absent a consensual resolution and at such time as Petitioners so request, refer this Petition to the Florida Division of Administrative Hearings for assignment of an Administrative Law Judge ("ALJ") in accordance with subsection 120.57(3)(d)3., F.S.;

c. The ALJ enter a Recommended Order determining that the Application is not disqualified or ineligible for incompleteness; that, therefore, Florida Housing should deem the Application eligible, complete its action on the Application to reflect that the Application is not disqualified for incompleteness and received the highest score of any application for Elderly Transformative Preservation; and that Florida Housing select the Application for SAIL funding in the full amounts applied for and invite Petitioners to enter credit underwriting;

d. Florida Housing adopt the Recommended Order of the ALJ; and

e. Petitioners be selected for an award of SAIL financing as requested in the Application.

Respectfully submitted this 13th day of November, 2014.

Respectfully submitted,

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Counsel for Petitioners

CERTIFICATE OF FILING AND SERVICE

The undersigned certifies that the foregoing document was filed with the Florida Housing Finance Corporation's Corporation Clerk by mailing the original and one copy and by e-mailing a complete copy on November 13, 2014 to:

Ashley Black, Corporation Clerk Florida Housing Finance Corporation 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301 Ashley.Black@floridahousing.org

and on the same day was served on counsel for Respondent by emailing a copy to Wellington Meffert, General Counsel, at Wellington.Meffert@floridahousing.org.

ttorney for Petitioners

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LANDINGS PORT RICHEY SENIOR HOUSING LIMITED PARTNERSHIP AND NATIONAL CHURCH RESIDENCES.

Workshop."

PETI	TIONERS	FHFC CASE NO
VS.		RFA 2014-111 DOAH CASE NO.
FLORIDA H	OUSING FINANCE CORPORATION,	DOAH CASE NO
RES	PONDENT.	I
	LIST OF EXHIBITS FORMAL WRITTEN PR AND PETITION FOR ADMINISTR	ROTEST
Exhibit 1	FHFC publication: "Proposed Eld Preservation Approach in Upcom Discussion Points for the June 1	ning [RFAs], Summary

- Exhibit 2 (a) Chart dated Oct. 30, 2014, posted on Florida Housing website titled "2014-111 SAIL RFA Review Committee Recommendations"; (b) text of email of same date; (c) Chart titled "All Applications."
- Exhibit 3 Petitioners' Notice of Intent to Protest filed on November 3, 2014
- Exhibit 4 A. The Application, Signed and Notarized Response to FHFC RFA 2014-111, Sept. 18, 2015

 B. Attachments to Application
- Exhibit 5 Composite Scoring Documents obtained from Florida Housing
- Exhibit 6 "Advance Review of Applicant and Developer Lists of Principals" for RFA 2014-111
- Exhibit 7 Petitioners' Lists of Principals, each stamped "Approved, FHFC Advance Review, 8/27/14"

EXHIBIT 1

Proposed Elderly Transformative Preservation Approach in Upcoming Requests for Applications (RFAs)

WORKSHOP INFORMATION

- June 10, 2014, 9:30 a.m., Eastern Time
- Accessible by telephone or interested parties may attend in person at 227 N. Bronough Street, Seltzer Room, Suite 6000, Tallahassee, Florida.
- The call-in information is posted to the website at: http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2014-111/
- Purpose: To discuss how Florida Housing proposes to incorporate financing for Elderly
 Transformative Preservation into upcoming RFAs, and the key components of how Florida Housing
 expects to evaluate Applications for Elderly Transformative Preservation of existing affordable rental
 developments currently serving elders.

OVERVIEW

Introduction

Most elders want to remain in their homes as long as possible, and most fear they will end up in institutional settings as a result of disability and limitations as they age. In 2013, the average annual cost for a semi-private room in a nursing home in Florida was more than \$81,000 and nearly \$38,800 for assisted living. Cost studies nationally show that home health services are much less expensive, with costs increasing more slowly overall than institutional long term care. These costs impact not only families, but Medicare and Medicaid, which together pay for the majority of long term care.

The Permanent Supportive Housing model currently financed through the Corporation's programs provides affordable housing combined with supportive services provided by partners working with a property owner. A promising strategy proposed through Elderly Transformative Preservation will apply aspects of this model to elder properties, but modify it to focus on the aging in place needs of elders by bringing health and long-term care services and supports into these properties. The idea is to set up the housing to serve as a platform for meeting the health and long term needs of elders, but below licensing care levels required of assisted living facilities.

To provide the strongest supports for elders, this model will require property owners to engage in contractual partnerships with local health and long-term care systems, possibly including hospitals and home health care providers, to provide on-site services for residents. To do this, properties must have or create adequate space for services to be delivered, including offices for a service coordinator, nurse and other health or social services providers; and space for group health education and exercise programming. Just as with other Permanent Supportive Housing financed by the Corporation, this type of service-enriched housing will keep property owners focused on the business of housing and property management, but working in concert with knowledgeable health care and supportive service providers.

The first RFA proposed to be issued that includes the Elderly Transformative Preservation set-aside will offer State Apartment Incentive Loan (SAIL) financing for the new construction, rehabilitation or redevelopment of affordable multifamily housing targeted for families and the Elderly. This RFA will include a set-aside from SAIL program income to fund one (1) aging property that must already be in the Corporation's portfolio that is currently targeted to serve elderly residents, and which meets specific eligibility criteria to be announced at a later date. The SAIL financing offered in this RFA must be paired with Tax-Exempt Bonds (obtained through the Corporation, a Public Housing Authority established under Chapter 421, F.S., a County Housing Finance Authority established pursuant to Section 159.604, F.S., or a Local Government) and Non-Competitive (4 percent) low income housing tax credits. Additional SAIL funding will be provided as a forgivable loan to further support the development of units set aside for Extremely Low Income (ELI) residents.

A development awarded Elderly Transformative Preservation financing must include the following: refinancing of the property; rehabilitation of all units and the common spaces to allow residents to age in place and to provide enough common space for the activities outlined above; and creation of partnerships with local health care supportive service providers as appropriate to provide on-site services to residents. Property owners shall be required to carry out a thoughtful relocation plan during rehabilitation to ensure that current residents are well supported as their units are rehabilitated. The Corporation is seeking applicants willing to meet the above criteria as well as incorporate the following features and services, which will be outlined in detail in the RFA, at their properties:

- Accessible, adaptable construction features that aid residents with age related impairments and
 increasing mobility issues to get around their units and the entire property, as well as assist in
 performing activities of daily living;
- On-site 24/7 staff to assist with resident situations that arise;
- Resident services coordinator(s) to ensure that as residents' needs change, they receive
 assistance in accessing services and resources provided by community-based organizations for
 their current situation;
- On-site access to healthcare and other activities of daily living through partnerships with local hospital/healthcare systems;
- On-site access to other specified resident services, such as meals and homemaker/personal care services; and
- Access to community-based amenities and services (particularly health care), including private transportation required to be affiliated with the property.

Two Upcoming RFAs Proposed to Include Financing for Elderly Transformative Preservation

- The upcoming SAIL RFA that will target the Family and Elderly demographics.
 - A set-aside to fund one Elderly Transformative Preservation property.
- As part of a future Competitive (9 percent) Housing Credit Preservation RFA.
 - o A set-aside is being considered to fund an Elderly Transformative Preservation property.

<u>Properties Eligible for the Elderly Transformative Preservation Set-Aside</u>

- SAIL RFA: Developments proposed to be eligible for Elderly Transformative Preservation financing proposed to be limited to aging properties in the Corporation's portfolio
 - Currently set aside for elderly residents;
 - At least 15 years old;
 - Do not contain or are not part of a scattered site development;
 - Have 95 or more total units.¹
- 9% Housing Credit RFA: Elderly properties that meet the definition of prior Preservation RFAs, and:
 - Do not contain or are not part of a scattered site development;
 - Have 95 or more total units.

<u>Description of the Elder Population to Be Served at an Elderly Transformative Preservation</u> <u>Property</u>

The intent of this funding opportunity is to assist low income elderly households residing in elderly-specific rental housing to age in place. These households are a diverse population with various levels of independence and needs related to age, socioeconomic status, health and frailty status, informal supports and level of independence. The intended residents are households:

- 62 years or older (100% of the household heads must be this age);²
- Having incomes at or below 60% of area median income (AMI), with at least 15% of the households being extremely low income (100% of the households);
- That are independent, but regularly or at times need assistance with activities of daily living and/or maintaining their health and wellness to continue living in their home and community.

The level and type of assistance the intended residents want and need to age in place will also be diverse. The common factors that are vital for all elders to successfully age in place are:

- Convenient access to community resources for primary, acute and chronic healthcare and related services such as dental, podiatry care and wellness programs;
- Convenient access to community resources for shopping, banking, socialization, recreation and faith-based activities;
- Convenient access to supportive services, when needed, to assist with activities of daily living such as personal care, housekeeping, shopping, meal preparation and transportation;
- Assistance with becoming aware of, applying for, brokering and coordinating healthcare and supportive services and benefits for such;
- Construction features that facilitate greater independence, mobility, ease of use and safety.

¹ The unit total requirement is because evidence shows that economies of scale are important to consider when providing health and wellness services at these properties. A property must have enough residents to make it worth a care provider's time to base services at the property.

² The Corporation expects properties awarded financing for transformative preservation will transition over to serving residents meeting this age requirement as current residents move out and units become available.

A significant number of intended residents live on fixed and limited incomes and are receiving or eligible for publicly funded acute and long-term healthcare and related services through Medicare and/or Medicaid. Many are also receiving or can be eligible for community-based supportive services to assist with activities of daily living funded through resources such as Medicaid, the Older Americans Act, state programs; as well as local community healthcare and social services organizations. Most of these services, with the exception of acute healthcare, are provided outside of a hospital facility. Many of the long-term care and supportive services are provided where the elder lives through community-based providers such as home health care agencies, councils on aging, and local for-profit and non-profit organizations. The range of services is varied and extensive including post-hospitalization care, wound care, medication management, physical therapy, health and wellness education, falls prevention and mobility training, congregate and home-delivered meals, needs assessment and planning, money management, laundry, and performing all types of household chores.

The State of Florida has recently implemented the Statewide Medicaid Managed Care Long-term Care Program, and most Floridians 65 or older who are receiving Medicaid have been moved under this Program. The State has contracted with managed care organizations that will administer the provision of Medicaid eligible services through local providers. A primary goal of the Program is to keep their elderly consumers healthy and living in the least restrictive environment – which is their own home. A fiscal goal is to save public resources by coordinating and effectively utilizing the provision of services to address each elder's needs.

The Elderly Transformative Preservation concept is a best-practice approach to promote aging in place through the provision of affordable and accessible housing that are linked with community based healthcare and supportive services.

For the Corporation to better understand the proposed Development, Applicants must include a description the subpopulation(s) of the individuals and/or families intended to reside in the proposed Development. This information will be considered by the Corporation when reviewing and scoring how the on-site services and access to community-based services will assist the intended residents. Applicants will be expected to provide a detailed description of the resident household characteristics, needs, and preferences of the intended residents and how the proposed Development will meet the needs and preferences of the intended residents.

KEY ITEMS TO BE SCORED FOR ELDERLY TRANSFORMATIVE PRESERVATION (Points for Each Section to Be Determined Later)

Developer Experience

(scored item) General Affordable Housing Development Experience. At least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, must meet the Developer experience requirements outlined below. During the credit underwriting process, the Applicant will be required to demonstrate such experience.

A Principal of each experienced Developer entity must have, since January 1, 1991, completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2001. At least one (1) of the three (3) completed developments must consist of a total number of units no less than 50 percent of the total number of

units in the proposed Development. For purposes of this provision, completed for each of the three (3) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one of the residential apartment buildings within the development, or (ii) that at least one (1) IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, a Housing Credit development, including a development that contains multiple buildings, is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

If the experience of a Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the Principal must have also been a Principal of that previous Developer entity.

Specialized Development Experience. The scored part of this item relates to the following section. In addition to the general experience above, the Developer must have direct experience in developing elderly housing and ideally have experience developing affordable rental housing similar to the type of Development proposed. The Developer is expected to have in place a team comprised of individuals experienced in developing elderly housing with all or some of the design and services supports specified in the RFA.

The Applicant must describe the experience of the Developer or Principal(s) in developing affordable housing targeted to elderly residents, and any additional experience with elderly housing that serves as a platform for supportive services to assist residents to age in place. If the experience of a Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the Principal must have also been a Principal of that previous Developer entity.

For each housing development listed, include the name, location, number of units, date constructed, current status and affiliation, how it is similar to the Development proposed, and the role played in its development by the party(ies) claiming experience with the development. Providing only a list of developments and/or units that the Developer, co-Developer, and/or Principal has developed as part of this description will not be a sufficient description of experience. The description should include the period over which each Developer and/or co-Developer's commitment to the proposed Development has been or will be maintained. Applicants' responses to this item will be limited to approximately 3-4 single-spaced typed pages.

Experience Operating and Managing Elderly Rental Housing with Supportive Services

(scored item) The Applicant will be asked to identify the entity(s) that will carry out operations and management functions at the Development and describe its experience in managing elderly rental housing with supportive services, including performing operations and management functions specific to the needs of the intended residents described by the Applicant and meeting the intent of this RFA. An eligible entity may be the Applicant, principal(s) of the Applicant and/or management company. The Applicant shall describe the role and responsibilities of the respective entity in performing the operations and management functions of the Development. The description should include the names and positions of the key staff who will be responsible for the operations and management functions, as well as their relevant qualifications and experience related to the function and in serving the intended residents. Factors that should be considered in the Applicant's description include:

- Relevancy and level of experience of the described entities and key staff in performing the
 operations and management of the Development in relation to the intent of the RFA and
 intended residents. Providing only a list of developments and/or units that the entities have
 managed or manages will not be a sufficient description of experience;
- Managing rental housing that serves a diverse elderly demographic as described earlier;
- Providing or making available on-site resident programs that provide education, training, social and recreation opportunities;
- Providing or making available on-site resident services including, but not limited to, resident community based services coordination, health and wellness programming, congregate meals, 24/7 staff for handling resident security and urgent issues, and transportation.
- Training for property and management staff regarding understanding elderly persons and their housing related needs, particularly as they age;
- Linkage or partnerships with the aging services network and other community-based providers
 that assist elders to age in place by providing programs and services related to performing
 activities of daily living, recreation, social well-being, health and wellness, and inclusion in the
 community at large;
- Addressing the accessibility and risk management needs of an intended resident population that
 has a higher incidence than the general population of mobility impairments, frailty and
 disabilities;
- Relationships with community providers and organizations for the purposes of outreach, marketing and tenant selection activities, as well as maintaining a pool of prospective applicants.

Enhanced Resident Community-Based Services, Program and Benefits Coordination

(scored item) The coordination of on-site and community-based services and programs, as well as benefits, will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. The Applicant shall commit to submit a Resident Services Coordination Plan at credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their on-site and community-based short- and long-term services and programs, including health care, as well as accessing federal, state and local benefits for which they may be eligible. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a community-based services provider as part of their individual resident services plan. The focus shall be to assist residents not receiving services and program coordination by another community-based services provider, as well as to assist those residents who need additional assistance with coordination of services and programs.

In summary, services coordination will assess residents' health and social needs, identify services and resources to meet those needs, and facilitate access to and receipt of needed services. This can help ensure residents do not forgo resources that may improve their quality of life, maintain their safety in their home, support the maintenance of their health and prevent the unnecessary use of costly health resources.

Through the core "Enhanced Service and Support Coordination Model" required in this RFA, further described in the On-site Health and Wellness section, the Resident Services Coordinator must be part of a team to ensure that the entire resident population is served, providing coordination to address social and wellness (e.g., nutrition, transportation and personal care) and clinical health care needs (e.g., education, blood pressure monitoring, nutrition). In addition to traditional information and referral functions, the service coordinator will also manage more proactive tasks, such as coordinating and conducting needs assessments; developing and monitoring individual resident services plans, including relocation/transition to and from hospitals and nursing/long term care facilities; encouraging resident engagement in programs and activities; motivating resident engagement in their own health and supports management; collaborating with both on-site and community-based health care services to address resident issues; and networking with community partners.

The approved provider of this service must have a minimum of three (3) years' experience administering and providing supportive services including outreach, information and referral services, benefits counseling, on-site and community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the coordination of supportive services and programming have been oriented to the needs and preferences of each resident in assisting them to access services related to health care, independent activities of daily living, financial assistance and/or benefits, and housing. In particular, the on-site staff must have an understanding of aging processes and the health care needs of older adults.

The provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving elder residents, including frail elders who need assistance with activities of daily living.

On-site and community-based services and program coordination shall be offered and made available to the residents initially and regularly and shall be voluntary to residents. Resident participation shall not be a requirement for new or continued residency. Property management and resident community-based services coordination shall not be the responsibility of the same staff persons; the functions must be entirely separate.

Provide a description of the Applicant's plan to provide services to assist each of the Development's residents in accessing and coordinating supportive services and other on-site and community-based resources to help meet their short and long-term needs and enable them to live stable lives in the Development. Applicant responses to these items will be evaluated based on the following criteria: (i) a description of the Applicant's process to initially and regularly determine each resident's need for and interest in receiving this service from the Applicant; (ii) a description of the various services and benefits coordination functions necessary to adequately and appropriately meet the intent of this service; (iii) a description of the capacity and experience of the Applicant or provider organization in carrying out the responsibilities and functions to adequately and appropriately meet the intent of this service; (iv) a description of the staffing position(s) minimum experience required to carry out each position's duties to sufficiently meet the intent of this service; (v) a description of how this service will be conducted separately from property management functions and a plan for how many staff hours per week will be required to carry out these functions; and (vi) a description of how the Applicant's approach to this service will lead to improvement of tenants' health and wellness, safety, stability and quality of life.

Summary Discussion Points for the June 10, 2014, Workshop (Information Subject to Change)

Applicants' responses to this item will be limited to approximately 3-4 single-spaced typed pages, with up to three additional pages of appropriate exhibits, not created by the Applicant, to supplement the Applicants write-up.

On-site Health and Wellness Services

(scored item) The provision of access to on-site health and wellness services is a core component of this RFA. This integrated approach to address resident needs for housing, health and long term services focuses on the inclusion of innovative person-centered, holistic and cost-effective interventions to coordinate care. The approach should include a strong health promotion and disease prevention focus, with an emphasis on health education, physical and cognitive fitness and self-care management. All resident participation in services described in this section is voluntary.

Applicants will be scored based on their commitment and capacity to work with partners to provide a range of services on-site to the entire resident population, focusing on the following elements: 1) strong resident services coordination that helps residents identify and address their health and supportive service needs; 2) on-site support with home and personal care needs; and 3) engagement with health care entities to help coordinate and manage health care needs.

At a minimum, Applicants must commit to contract with partners to implement the strategy in I. below, and may choose to add the strategy described in II. to provide more robust health and wellness care services. The Corporation will score an Applicant's comprehensive response to this section based on the criteria outlined below.

I. To receive financing through this set-aside, Applicants are required to employ a core "Enhanced Service and Support Coordination Model." To be eligible to receive points in this part of the Application, Applicants must describe how this model will be implemented at the proposed Development. This model pairs the functions described in the Enhanced Resident Community-Based Services, Program and Benefits Coordination section with on-site nursing staff to address the specific wellness and clinical needs of residents. Together these functions will operate as an interdisciplinary team to jointly meet residents' collective needs. The team will address social resource and support needs, provide health education and health monitoring and act as a liaison with on-site or community-based primary care and other providers. The team will more intensively follow higher-risk residents who may require more frequent monitoring and ongoing engagement to help ensure needs are addressed.

The on-site nurse will conduct wellness activities, including health, mental health and functional assessments and health education and, as needed, monitoring of vital signs, liaisons with health care providers, assists with medication management and monitoring of transitions home following hospital visits. The nurse must be trained on social supports available and on how to work with persons with behavioral health issues.

II. An Applicant may receive additional points by incorporating an on-site home care services strategy into the Development's on-site health and wellness services. In addition to the on-site nursing presence outline in I. above, to implement this strategy, the Applicant must implement one or more formal partnerships to place home and personal care aides on-site, allowing them to care for multiple residents living at the housing property at the same time. Services must be provided by home or personal care aides through the formal partnership with one or more

outside entities. Funding for the services may come from a variety of sources, such as Medicaid, endowments, private pay sliding scales, etc.

To provide these comprehensive services, Applicants should develop linkages between primary, home health and/or behavioral health providers through one or more intentional partnerships with such entities to bring health care services to the property. "Managed care organizations" are administrators of Medicaid funded services in Florida, and will be critical partners for this strategy. Additional health care entities may include local hospital systems, doctors' groups practicing in the local area, home health care agencies, a local federally qualified health center or other approach. Applicants are expected to have a formal agreement with the health provider to provide space at the property for health care visits/clinics and/or office space and to share information and work together to assist and support residents.

These services are expected to be carried out by partner health care providers and may not be managed by the Applicant. However, the Applicant should discuss how the health care services discussed in this section will be coordinated with property management functions to provide seamless support and operations at the property.

Provide a description of the Applicant's approach to provide access to on-site health and wellness services. Applicant responses to these items will be evaluated based on the following criteria: (i) a description of the Applicant's approach to employ a core "Enhanced Service and Support Coordination Model" at the property, described in I. above, including how nursing staff will address the specific wellness needs of residents and pair with staff providing the enhanced services, program and benefits coordination function to serve all residents; (ii) if the Applicant chooses, a description of how an on-site home care services strategy will be blended with the core model described in II. above; (iii) a description of how the Applicant will set up formal linkages through one or more intentional partnerships with primary, home health and/or behavioral health providers to bring health care services to the property; (iv) a description of the capacity and experience of the provider organization(s) in carrying out the responsibilities and functions to appropriately meet the intent of proposed services, a description of the roles of each, and a plan for how many staff hours per week will be required to carry out these functions; and (v) evidence of any formal partnerships that have been entered into for this purpose by the time of Application.

Applicants' responses to this item will be limited to approximately 3-4 single-spaced typed pages, with up to three additional pages of appropriate exhibits, not created by the Applicant, to supplement the Applicants write-up.

Access to Community-Based Services

(scored item) The ability of elderly persons to effectively and efficiently access services and resources in their community is vital to assist these households in obtaining and maintaining a level of choice, independence and inclusion in the community desired by each. The intent of this RFA is to facilitate the availability of certain healthcare and supportive services on-site, but access to other services and resources off-site will be vital for residents to successfully age in place. These include general services and resources like stores and shopping centers for groceries, clothing, medicine, and other household and personal items. They may also include, but are not limited to, public and private resources such as parks, libraries, senior centers, higher education and training facilities, as well as restaurants and

entertainment venues. Others are more specific to meeting the healthcare, wellness and supportive services needs of the intended residents. These include, but are not limited to, healthcare facilities, medical and dental offices, and ancillary health centers. Access to supportive services such as home health and personal care assistance, meal preparation, and housekeeping are especially important to address the acute and long term needs of elderly persons who may choose to seek these services somewhere other than those provided on-site.

To be eligible to receive points for this section, Applicants will be asked to provide a detailed description of the intended residents' access to general, healthcare and services in their community to meet the needs of the intended residents and their ability to effectively and efficiently access each described service and resource. Applicant responses to these items will be evaluated based on the variety of services and resources available to meet the needs of the intended residents; geographic proximity of the services to the Development; and reasonable and efficient options for convenient transportation that allow residents with a range of abilities to access services and be part of their community.

Effective and efficient transportation is an important feature to enable low income elderly residents to age in place. The transportation must available to provide door-to-door service to the above described community services and resources. The available transportation services should not only be available on a regularly schedule and frequent basis, but should also be flexible and be able to be customized to residents' needs. This RFA requires the Applicant to provide, or make available through formal agreements, private transportation services that may be in addition to public transportation services for residents.

ELDERLY TRANSFORMATIVE PRESERVATION ITEMS REQUIRED AT CREDIT UNDERWRITING

If awarded financing, a development must provide the following items at some point in credit underwriting (not inclusive):

- Resident Relocation Plan during the Development's Rehabilitation: The Applicant shall develop and implement a plan and timeline for resident relocation during the Development's rehabilitation. The plan and timeline must be approved by the Corporation in Credit Underwriting. The plan shall describe the approach to appropriately, adequately and safely relocate residents when they are directly affected by rehabilitation of their dwelling unit and common areas. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities. The Corporation will provide guidelines at Credit Underwriting to assist each Applicant in developing and drafting a Resident Relocation Plan.
- Outreach, Marketing and Tenant Selection: The Applicant shall develop and implement a plan for tenant outreach, marketing, and selection to be provided during the credit underwriting

process and approved by the Corporation. The plan shall describe the Applicant's initial and ongoing approach, policies and procedures to:

- Make aware and inform the intended residents, relevant community service providers and stakeholders, and the general public about the Development;
- Implement and sustain application and referral approaches and processes for prospective residents;
- Select applicants for residency, as well as establish and maintain a waitlist.

The Applicant will be required to specify its approach and activities to coordinate with the Area Agency on Aging and its aging services network in the area where the Development is located to develop and retain an applicant pool of prospective residents. The plan shall also specify other relationships with community-based healthcare and supportive services providers to establish and manage of system of referring persons served by these entities to the Development for residency. Florida Housing will provide guidelines at credit underwriting to assist each Applicant in developing and drafting the plan.

- Capital Needs Assessment: As with any Preservation development, this will be required to be carried out by a third party vendor hired by the credit underwriter.
- Credit underwriting requirements outlined in the RFA (all awardees must meet these requirements)

OTHER REQUIREMENTS IN ELDERLY TRANSFORMATIVE PRESERVATION PROPERTIES

Accessibility Universal Design and Visitability Features

All common space and dwelling units of the proposed Development must meet all federal requirements and state building code requirements, as applicable, including the following:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

For purposes of the Housing Credit Program, a Housing Credit allocation shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 for all Housing Credit Developments.

The Applicant shall commit, without exception, to all dwelling units having the following features:

- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;

- Fifteen (15) percent of the units must have roll-in showers in the bathroom. This percentage may not include fully accessible units;
- Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required: o If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.1;
 - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.2; If a roll-in shower is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 608.3.2;
- Reinforced walls for future installation of horizontal grab bars in place around each toilet, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);
- Roll-out shelving or drawers in all bottom bathroom vanity cabinets;
- Adjustable shelving in master bedroom closets (must be adjustable by resident);
- In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level;
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist;
- Minimum of 60 inches diameter of unobstructed space in living room and one bedroom in order
 to provide adequate maneuvering and turning space for a person using a wheelchair or walker.
 This requirement means that 60 inches in diameter of unobstructed space shall be free of hardconstructed features and/or fixtures and does not apply to resident furnishings or possessions; a
- Clear floor space of at least 30 inches x 48 inches outside swing of door as it is closed shall be provided at bathtub/shower fixtures. This clear floor space allows space for a parallel approach to the bathtub, as well as access for transferring into and out of the bathtub;
- At least 10 percent of the total dwelling units must provide mobility features that comply with the Residential Dwelling Units sections of the 2010 ADA Standards for Accessible Design; and
- At least 5 percent of the total dwelling units shall provide the communications features that comply with the Residential Dwelling Units with Communication Features section in the 2010 ADA Standards for Accessible Design.

Green Building Features

The green building requirements will include features that reduce cost, save energy and resources and promote occupant health. For elderly households who will potentially be in their units for a large portion of the day, indoor air quality is very important. The following list includes features common to recent RFAs by Florida Housing, keeping in mind the population who will live in the properties financed through this RFA:

• Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);

Summary Discussion Points for the June 10, 2014, Workshop (Information Subject to Change)

- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - o Toilets: 1.6 gallons/flush or less,
 - o Faucets: 1.5 gallons/minute or less,
 - o Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified ventilation fan in all bathrooms;
- In unit air conditioners must be Energy Star qualified or have a minimum SEER of 14;
- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
- Seal and insulate heating and cooling system ducts with mastic or metal backed tape.

Resident Programs

None will be required.

MANDATORY ITEMS IN THE RFA TO BE ELIGIBLE FOR A FINANCING AWARD

(see Outline of SAIL RFA Application Criteria for more information)

General Information ALL Applicants must provide

- Maximum SAIL request amount
 - SAIL Request: The lesser of a specific dollar amount per unit or a total maximum dollar amount, to be determined by the Corporation; and
 - ELI Gap Loan: All Applications are eligible for ELI Gap Loan funding for the required ELI Set-Aside units, not to exceed 15 percent of the total units for Elderly Transformative Preservation Applications, or 10% for Family or Elderly Applications. Funding will be in the form of a forgivable loan.
- Demographic commitment selection
- Applicant information
- Principals of Applicant entity
- Contact person
- Developer name(s) and other information
- Development information and location
- Total affordability period
- Unit mix
- Proof of site control
- Local government contribution (not required for Elderly Transformative Preservation)
- Developer and general contractor fee information
- Requirement to use SAIL funding in conjunction with Tax-Exempt Bonds and Non-Competitive 4% Housing Credits (see timing requirements for evidence of or application for Bond financing and submission of application for Non-Competitive 4% Housing Credits)
- Documentation of non-Corporation funding

Applicants must execute an Applicant Certification and Acknowledgement

- Outlines some of the Applicant's key commitments and responsibilities if selected for funding
- Elderly Transformative Preservation awardees will, as a condition of the acceptance of funding
 under either RFA, be required to cooperate with the Corporation or any contractors affiliated
 with the Corporation in the evaluation of the effectiveness of Elderly Transformative
 Preservation provided through the RFAs. The Corporation is interested in collecting evidence to
 demonstrate the extent to which these Developments meet expected outcomes, including but
 not limited to:
 - The public cost savings of housing linked with coordinated supportive services as alternatives to assisted living facilities and nursing homes; and
 - Whether access to on-site health services, along with affordable housing, leads to better health, improved social relationships and stability in the family and community.

The Corporation may pursue the option to direct an independent evaluation, and in the course of the evaluation, may require awardees to submit administrative and other data to assess the effectiveness of the Development.

NEXT STEPS AND TIMELINE

(Dates subject to change!)

- Early/mid July 2014 Publish first SAIL RFA Draft
- Mid/late July 2014 Hold SAIL RFA telephonic workshop
- Early August 2014 Publish second SAIL RFA Draft
- Mid/late August 2014 Issue RFA
- Mid/late September 2014 Applications due
- October 30, 2014 Recommendation to Board

Better Aging in Place

Florida Housing Offers Funding to Test New Initiative to Upgrade Older Senior Properties

lorida Housing Finance Corporation (Florida Housing) is testing a new initiative to fund the renovation and retrofit of an older senior rental property in its portfolio to make it more supportive and userfriendly for the existing elderly residents so that they can better "age in place."

The initiative is part of a broader Request For Applications (RFA) issued by the corporation in late August, which solicited applications by September 18 for State Apartment Incentive Loan (SAIL) program gap funds, tax-exempt financing, and 4% federal low-income housing tax credits to finance the construction or acquisition/rehabilitation of affordable multifamily rental housing properties for families and seniors.

Two applications were submitted for Florida Housing's "Elderly Transformation Preservation" initiative, for proposed projects in Jacksonville and New Port Richey, Fla. Florida Housing's Policy Director Nancy Muller anticipated that the Corporation's Board of Directors will approve funding for up to one of these at its next meeting on October 30. "We want to start small in this pilot and see what we learn," she says.

The idea behind the initiative is that many older senior properties financed by Florida Housing are now occupied by numerous aged and frail residents, but lack the physical characteristics and robust services to enable these individuals to continue living where they are independently for an extended period. But with physical modifications to the properties and apartments and added services and other supports, aging residents should be able to stay in place longer and avoid premature moves to an assisted living facility or nursing home.

"We don't see a lot of subsidized affordable properties in our portfolio that have the supports to allow people to age in place," says Muller. She stated that while the median age of residents in Florida Housing's newer senior properties seems to be in the 60s, the median age for the kinds of properties targeted by the

pilot program is "more like in the high 60s and low 70s." Eligibility for funding under the new initiative is limited to existing developments that:

- Received SAIL or federal HOME funds and/or competitive (9%) or non-competitive (4%) housing tax credits from Florida Housing through an application submitted before 1999;
 - Set aside at least 80% of the units for elderly residents;
 - Currently have and commit to provide at least 135 units;
 - Aren't part of a scattered-site development; and,
 - Didn't close on HUD or USDA Rural Development funding after 2004 where the budget was at least \$10,000 per unit for rehabilitation in any year.

The initiative establishes minimum demographic and set-aside requirements for proposed developments. These include restricting 100% of the units for residents age 62 or older (younger current residents are grandfathered), limiting income-restricted units to residents making 60% or less of the area median income, setting side at least 15% of units for extremely low-income (ELI) households, and setting aside at least 20% of the units for frail elderly persons. The latter are individuals who need assistance from community-based supportive or home health service providers to perform at least two activities of daily living: personal care, upkeep of the home, meal preparation, managing medications, shopping, handling finances, and using transportation.

The RFA initiative establishes five separate point categories for scoring applications: experience developing elderly affordable housing; experience operating and managing elderly rental housing with supportive

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Florida, continued from page 6

services and assistance with urgent issues; enhancing resident community-based services, program, and benefits coordination; on-site health and wellness services; and access to community-based services and resources. Applicants had to describe their qualifications and the the proposed development, including plans for services, service partners, and access to community resources.

For example, points are available for 24/7 management support to assist residents in handling urgent issues, and for having an on-site nurse who will conduct wellness activities, such as health, mental health and functional assessments and health education, monitoring of vital signs, coordinating with health care providers, and assisting with medication management and monitoring of transitions by residents returning from hospital visits.

Proposed developments must meet specific design and physical requirements as part of the rehabilitation, in order to make the property, common areas, and apartments more user-friendly for seniors, especially those with mobility limitations. Among the requirements

for apartments are: lever handles on doors and faucets; horizontal grab bars around the bathtub and/or shower; and a minimum of 60 inches across of unobstructed space in the living room and one bedroom to accommodate the use of a wheelchair or walker.

The RFA offers funding only for the housing development costs. Applicants are responsible for procuring partners to provide or make services available to residents. "The whole focus of this is around coordinating with partners out in the community," says Muller. For example, she said a partner might be a local hospital system that provides home health care or doctor or nurse visits to the property, or an organization that sends home health care aides who check on residents and work with an on-site resident coordinator. She indicated that Medicare and Medicaid will cover some or all of the health-related services.

"The idea of this pilot," Muller states, "is to look for ways, just short of licensing, where residents can get the supports they need to stay in their home. The objective is to promote better resident outcomes."

(To view RFA, go to http://tinyurl.com/klcnjn4)



EXHIBIT 2

2014-111 SAIL RFA - Review Committee Recommendations

		SAIL Funding	Balanc	2	583,	473.00			ounty Funding B											
		Family Demo	graphic	Funding Balance	453,	760.00		Mediun	n County Fundin	g Balance										
		Elderly Demo	graphic	Funding Balance	129,	713.00		Large C	ounty Funding B	alance	5	83,473.00	j							
		Total ELI Fund	ding		7,327,	300.00							,		,				-	т
Application Number	Name of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELi Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	If Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number
	nsformative Preservation							,					1		r	I	T	1	T	Т
014-4235	Mount Carmel Gardens	Duval	Ł	Steven C Hydinger	BREC Development, LLC	A/ETP	ETP	207	\$4,010,087.00	\$1,968,900.00	Y	Y	Y	1	51.0	Y	\$19,372.40	\$0.00	Y	20
lderly Lar	ge County New Constru	tion Goal				r							ı — — — — — — — — — — — — — — — — — — —			I	1	T		т
014-4185	Caribbean Village	Miami-Dade	L	David O. Deutch	Pinnacle Housing Group, LLC; South Miami Heights Community Development Corporation	NC	Ε	82	\$5,000,000.00	\$362,400.00	Υ	Υ	Y	0	23.0	NA	\$60,975.61	\$5,000,000.00	Y	12
one	nty Application(s) Recon																			
014-4215	Oasis at Renaissance Preserve	Lee		1		1								,	,	,		•	·	
			М	Dorethia L. Garland	Integral Development LLC; Southwest Florida Affordable Housing Choice Foundation, Inc.	Redev.	Е	100	\$2,489,000.00	\$207,500.00	Y	Υ	Y	1	23.0	Y	\$24,890.00	\$0.00	Y	17
014-4285	Cypress View Apartments	Hernando	M	Dorethia L. Garland Matthew Rieger	Southwest Florida Affordable	Redev.	E	100 92	\$2,750,000.00	\$207,500.00 \$219,700.00	Υ	Υ	Y	1	23.0	Υ	\$29,891.30	\$0.00	Y	14
	Cypress View Apartments Valencia Grove				Southwest Florida Affordable Housing Choice Foundation, Inc. HCHA Omaha Developer, LLC; HTG							,	· ·							╀
014-4335	Apartments	Hernando	М	Matthew Rieger	Southwest Florida Affordable Housing Choice Foundation, Inc. HCHA Omaha Developer, LLC; HTG Omaha Developer, LLC HTG Valencia Developer, LLC Southport Development, Inc., a Washington corporation, doing business in Florida	NC	£	92	\$2,750,000.00	\$219,700.00	Υ	Υ	Y	1	23.0	Υ	\$29,891.30	\$0.00	Y	14
014-433S 014-412S	Apartments Valencia Grove	Hernando Lake	M	Matthew Rieger Matthew Rieger	Southwest Florida Affordable Housing Choice Foundation, Inc. HCHA Omaha Developer, LLC; HTG Omaha Developer, LLC HTG Valencia Developer, LLC Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc. Southport Development, Inc., a Washington corporation, doing business in Florida as Southport	NC NC	E	92 144	\$2,750,000.00	\$219,700.00 \$383,600.00	Y	Y	Y	1	23.0	Y	\$29,891.30 \$34,722.22	\$0.00	Y	14 21 2
2014-4285 2014-4335 2014-4125 2014-4115 2014-4105	Apartments Valencia Grove Spring Manor Orangewood Village	Hernando Lake Marion	M M M	Matthew Rieger Matthew Rieger Brianne E. Heffner	Southwest Florida Affordable Housing Choice Foundation, Inc. HCHA Omaha Developer, LLC; HTG Omaha Developer, LLC HTG Valencia Developer, LLC Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc. Southport Development, Inc., a Washington corporation, doing	NC NC A/R	E F	92 144 160	\$2,750,000.00 \$5,000,000.00 \$4,398,240.00	\$219,700.00 \$383,600.00 \$233,600.00	Y	Y	Y	1	23.0 23.0 23.0	Y	\$29,891.30 \$34,722.22 \$27,489.00	\$0.00 \$0.00 \$0.00	Y	14 21 2

business in Florida as Southport Development Services, Inc.

2014-111 SAIL RFA - Review Committee Recommendations

Application Number	Name of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELI Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	lf Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number	County Award Tally Applies?
2 Miami-Da Elderly met	de New Construction A	pplications F	Recomi	mended					1				I	1	1	ı	T			T]	
2014-4225	The Villages Apartments, Phase I	Miami-Dade	ł.	Elon J. Metoyer	New Urban Development, LLC; CSG Development Services II, LLC	NC	F	150	\$5,000,000.00	\$636,500.00	Y	Y	Y	0	23.0	NA	\$33,333.33	\$5,427,258.76	Y	18	N
Large Count	ty Application(s) Recom	nmended														.	•			·	
2014-4258	Residences at Crystal	Broward	L	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	F	92	\$5,000,000.00	\$457,600.00	Y	Y	Y	0	23.0	Y	\$54,347.83	\$0.00	Y	23	N
2014-4365	Anderson Terrace Apartments	Orange	Ł	Matthew Rieger	HTG Anderson Developer, LLC	NC	F	144	\$5,000,000.00	\$383,600.00	Y	Y	Y	1	23.0	Y	\$34,722.22	\$0.00	Y	6	Υ
2014-4175	Brookside Square	Pinellas	L	Shawn Wilson	Brookside Redevelopment Associates, LLC	A/R	F	142	\$4,400,000.00	\$383,600.00	γ	Y	Y	1	23.0	Y	\$30,985.92	\$0.00	Y	10	Y
2014-4295	Royal Palm Place	Palm Beach	ı	Francisco A. Rojo	Landmark Development Corp.; Baobab Development, Inc.	Redev.	F	125	\$4,750,000.00	\$495,900.00	Y	Y	Y	1	23.0	Y	\$38,000.00	\$0.00	Y	19	Y
2014-4265	Cathedral Terrace	Duval	L	Shawn Wilson	Cathedral Terrace Redevelopment Associates, LLC	A/R	E	240	\$3,200,000.00	\$734,400.00	Y	Y	Y	2	23.0	Y	\$13,333.33	\$0.00	Y	25	Y
2014-4095	Garden Trail	Pinellas	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport	NC	F	76	\$4,100,000.00	\$185,700.00	γ	Y	Y	2	23.0	Y	\$53,947.37	\$0.00	Y	27	Y

On October 30, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

From: FHFCMultifamilyBondsMMRB ... Date: Thu, Oct 30, 2014 10:11 AM

Subject: Applications Approved for Funding in RFA 2014-111 From: "Jean Salmonsen" < jean.salmonsen@floridahousing.org>

Today, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motions to adopt the scoring results, to select Applications for funding and invite the Applicants to enter credit underwriting regarding RFA 2014-111 for SA IL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.

The Notice of Intended Decision can be found on pagehttp://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2014-111/

To login:http://www.floridahousing.org/webboard/
To (un)subscribe: mailto: FHFCMultifamilyBondsMMRB.list-request@www.floridahousing.org

2014-111 SAIL RFA - All Applications

SAIL Funding Balance	64,408,800.00
Family Demographic Funding Balance	46,830,000.00
Elderly Demographic Funding Balance	17,578,800.00
Total ELI Funding	-

Small County Funding Balance	6,440,880.00
Medium County Funding Balance	23,831,256.00
Large County Funding Balance	34,136,664.00

Application Number	Name of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELI Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	If Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number
Eligible Appl	ications		.,			,		,			,	·			·		T	1	Υ	
2014-4098	Garden Trail	Pinellas	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	NC	F	76	\$4,100,000.00	\$185,700.00	Y	Y	Y	0	23.0	Y	\$53,947.37	\$0.00	Y	27
2014-410S	Oakridge at Palmetto	Manatee	M	Matthew Rieger	HTG Oakridge Developer, LLC	A/R	F	144	\$5,000,000.00	\$385,600.00	Y	Y	Y	0	23.0	Υ	\$34,722.22	\$0.00	Y	28
2014-4115	Orangewood Village Apartments	St. Lucie	м	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	F	60	\$1,739,000.00	\$143,400.00	Y	Y	Y	0	23.0	Y	\$28,983.33	\$0.00	Y	30
2014-4125	Spring Manor	Marion	М	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	F	160	\$4,398,240.00	\$233,600.00	Y	Y	Y	0	23.0	Y	\$27,489.00	\$0.00	Υ	2
2014-4155	Superior Manor Apartments	Miami-Dade	L	Elon J. Metoyer	New Urban Development, LLC; Brookstone Partners, LLC	NC	E	139	\$5,000,000.00	\$462,000.00	Y	Y	Y	0	23.0	ÑΑ	\$35,971.22	\$4,170,000.00	Υ	7
2014-4165	Lake Worth Commons	Palm Beach	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	NC	F	120	\$4,666,680.00	\$453,000.00	Y	Y	Y	0	23.0	Y	\$38,889.00	\$0.00	Y	8
2014-4175	Brookside Square	Pinellas	L	Shawn Wilson	Brookside Redevelopment Associates, LLC	A/R	F	142	\$4,400,000.00	\$383,600.00	Y	Y	Υ	0	23.0	Υ	\$30,985.92	\$0.00	Y	10
2014-4185	Caribbean Village	Miami-Dade	l.	David O. Deutch	Pinnacle Housing Group, LLC; South Miami Heights Community Development Corporation	NC	E	82	\$5,000,000.00	\$362,400.00	Υ	γ	Y	0	23.0	NA	\$60,975.61	\$5,000,000.00	Y	12
2014-4195	Brookside Village	Lee	M	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	F	50	\$1,989,000.00	\$145,300.00	Y	Y	Y	0	23.0	Y	\$39,780.00	\$0.00	Y	13

2014-111 SAIL RFA – All Applications

Application Number	Name of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELJ Request	Eligible For funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	If Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number
2014-4205	Stevens Duval	Duval	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	E	52	\$1,800,000.00	\$183,600.00	Y	Y	Y	0	23.0	Y	\$34,615.38	\$0.00	Y	15
2014-4215	Oasis at Renaissance Preserve	Lee	м	Dorethia L. Garland	Integral Development LLC; Southwest Florida Affordable Housing Choice Foundation, Inc.	Redev.	E	100	\$2,489,000.00	\$207,500.00	Y	Y	Y	0	23.0	Y	\$24,890.00	\$0.00	Y	17
2014-4225	The Villages Apartments, Phase t	Miami-Dade	ı	Elon J. Metoyer	New Urban Development, LLC; CSG Development Services II, LLC	NC	F	150	\$5,000,000.00	\$636,500.00	Υ	Y	Υ	0	23.0	NA	\$33,333.33	\$5,427,258.76	Y	18
2014-4235	Mount Carmel Gardens	Duval	L	Steven C Hydinger	BREC Development, LLC	A/ETP	ETP	207	\$4,010,087.00	\$1,968,900.00	Υ	Y	Y	0	51.0	Υ	\$19,372.40	\$0.00	Y	20
2014-4245	Laurel Hills	Orange	l.	Thomas F. Flynn	Flynn Development Corporation	A/R	E	102	\$2,000,000.00	\$253,000.00	Υ	Y	Y	0	23.0	Y	\$19,607.84	\$0.00	Y	22
2014-4255	Residences at Crystal Lake	Broward	L	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	F	92	\$5,000,000.00	\$457,600.00	Y	Y	Y	0	23.0	Y	\$54,347.83	\$0.00	Y	23
2014-4265	Cathedral Terrace	Duval	L	Shawn Wilson	Cathedral Terrace Redevelopment Associates, LLC	A/R	E	240	\$3,200,000.00	\$734,400.00	Y	Y	Y	0	23.0	Y	\$13,333.33	\$0.00	Y	25
2014-4285	Cypress View Apartments	Hernando	м	Matthew Rieger	HCHA Omaha Developer, LLC; HTG Omaha Developer, LLC	NC	E	92	\$2,750,000.00	\$219,700.00	Υ	Y	Y	0	23.0	Y	\$29,891.30	\$0.00	Y	14
2014-4295	Royal Palm Place	Palm Beach	L	Francisco A. Rojo	Landmark Development Corp.; Baobab Development, Inc.	Redev.	F	125	\$4,750,000.00	\$495,900.00	Y	Y	Y	0	23.0	Y	\$38,000.00	\$0.00	Y	19
2014-4325*	Prospect Towers	Pinellas	L	Megan S. Carr	Prospect Towers of Clearwater, Inc.; Sunshine Development Group, LLC	A/R	Ε	205	\$4,225,358.80	\$452,100.00	Y	Y	Ý	0	23.0	N	\$20,611.51	\$0.00	Y	4
2014-4335	Valencia Grove	Lake	M	Matthew Rieger	HTG Valencia Developer, LLC	NC	F	144	\$5,000,000.00	\$383,600.00	Y	Υ	Y	0	23.0	Y	\$34,722.22	\$0.00	Y	21
2014-4365	Anderson Terrace Apartments	Orange	l.	Matthew Rieger	HTG Anderson Developer, LLC	NC	F	144	\$5,000,000.00	\$383,600.00	Υ	Y	Y	0	23.0	Y	\$34,722.22	\$0.00	Y	6
2014-4375**	Orchid Estates	Miami-Dade	L	Lewis Swezy	Lewis Swezy; RS Development Corp.	NC	F	74	\$4,250,000.00	\$296,400.00	Υ	Y	Y	0	23.0	NA	\$57,432.43	\$0.00	Υ	11
2014-4385**	La Joya Estates	Miami-Dade	L	Lewis Swezy	Lewis Swezy; RS Development Corp.	NC	F	100	\$5,000,000.00	\$385,000.00	Y	Υ	Y	0	23.0	NA	\$50,000.00	\$0.00	Y	16

2014-111 SAIL RFA - All Applications

Application Number	Name of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELI Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	If Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number
Ineligible App	plications		,		T				ı			r		I				T 1		$\overline{}$
2014-4135	Keys Crossing	Miami-Dade	ι	Francisco A. Rojo	Landmark Development Corp.; Affordable Housing Solutions for Florida, Inc.	NC	F	104	\$5,000,000.00	\$483,400.00	N	Y	Y	0	16.5	NA	\$48,076.92	\$0.00	Y	3
2014-4145	Landings Port Richey Senior Housing	Pasco	М	Joe Hall	National Church Residences Corporation	A/ETP	ETP	187	\$7,000,000.00	\$1,431,800.00	N	Y	Y	0	57.0	Y	\$37,433.16	\$0.00	Y	5
2014-4275	Hacienda de Ybor	Hillsborough	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	£	99	\$3,102,836.00	\$205,500.00	N	Y	Y	0	23.0	Y	\$31,341.78	\$0.00	Y	9
2014-4305	Crane Creek Apartments	Brevard	М	Rodger L. Brown, Jr.	Preservation of Affordable Housing, LLC	A/R	E	162	\$4,040,280.00	\$490,500.00	N	Y	Y	0	23.0	Y	\$24,940.00	\$0.00	Y	24
2014-4315	Trinity Towers East	Brevard	М	Rodger L. Brown, Jr.	Preservation of Affordable Housing, LLC	A/R	Ε	141	\$3,875,000.00	\$436,000.00	N	Y	Y	0	23.0	Y	\$27,482.27	\$0.00	Y	29
2014-4345	Martin Fine Villas	Miami-Dade	L	Alberto Milo, Jr.	Martin Fine Villas Developer, LLC	Redev.	E	100	\$5,000,000.00	\$330,000.00	N	Y	Y	0	23.0	NA	\$50,000.00	\$6,125,500.00	Y	26
2014-4355	Courtside Family Apartments	Miami-Dade	Ł	Matthew Rieger	AMC HTG 1 Developer, LLC	NC	F	84	\$3,000,000.00	\$385,000.00	N	Y	Y	0	23.0	NA	\$35,714.29	\$7,500,000.00	Y	1

^{*}SAIL Request Amount was adjusted during scoring. This also affected the SAIL Request Per Set-Aside Unit tie-breaker calculation

On October 30, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

^{**}ELI Request Amount was adjusted during scoring

EXHIBIT 3



Squire Patton Boggs (US) LLP 200 South Biscayne Boulevard, Suite 4100 Miami, Florida 33131

O +1 305 577 7000 F +1 305 577 7001 squirepattonboggs.com

Gary P. Timin T +1 305 577 2860 gary.timin@squirepb.com

November 3, 2014

By Email (Ashley.Black@floridahousing.org) and Overnight Delivery

Ashley Black, Clerk Florida Housing Finance Corporation 227 North Bronough Street Suite 5000 Tallahassee, Florida 32301

Re: RFA 2014-111 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits – Application 2014-414S ("Application") – Landings Port Richey Senior Housing Limited Partnership ("Applicant") Notice of Protest and Intent to Petition for Hearing Involving Disputed Material Facts

Dear Ms. Black:

On behalf of our clients the above-identified Applicant and its indirect controlling owner, National Church Residences, this letter is formal notice of their protest of, and intent to request a formal administrative hearing in accordance with Section 120.57, Florida Statutes, concerning, the decision of the Florida Housing Finance Corporation (FHFC) Board of Directors at its meeting on October 30, 2014, to deny the Applicant's Application for funding as an "Elderly Transformative Preservation" facility under FHFC's SAIL Program. As now known to us and our clients, the Board's decision is reflected and announced in the "2014-111 SAIL RFA – Review Committee Recommendations" dated and posted October 30, 2014, with legends or notes including, "On October 31, 2014, the Board of Directors . . . approved the Review Committee's motion and staff recommendation to select the above Applications for funding . . ." Our clients' Application was not among those so selected.

This notice of protest is given and delivered in compliance with FHFC rule 67-60.009, subsection (2) of which purports to prescribe procedures by which "[a]pplicants not selected for funding . . . may protest the results of the competitive solicitation process," and in accordance with (i) applicable provisions of the Administrative Procedure Act, including without limitation subsection 120.57(3)(b), F.S., (ii) Ch. 28-110, F.A.C., and (iii) the legend or note on FHFC's Oct. 30 posting inviting "[a]ny unsuccessful Applicant [to] file a notice of protest and a formal written protest" pursuant to those cited provisions.

44 Offices in 21 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information

Our clients expressly reserve all rights and remedies they have under applicable law to challenge denial of the Application in any available forum. Please be assured, however, that this letter is not meant to discourage any opportunity to discuss with FHFC a consensual resolution of this matter. Please direct written communications about this matter to the undersigned and copy my partner Orlando Cabrera, Esq. Our email addresses are: gary.timin@squirepb.com and orlando.cabrera@squirepb.com.

Thanks in advance for your prompt attention. Kindly acknowledge your timely receipt of this letter by email. Also, we see that the Sept. 29, 2014, notice of the Oct. 30 meeting states that anyone desiring to "appeal" any Board decision at that meeting is "responsible for the recording of the proceedings, and . . . may need to ensure that a verbatim record of the proceeding be made." Please let us know what record or recording was made and how a transcript can be obtained expeditiously. FHFC's General Counsel is copied as a courtesy.

Sincerely,

Squire Patton Boggs (US) LLP

Gary P. Timin

cc: Wellington Meffert, General Counsel, FHFC (by email)

Orlando J. Cabrera, Esq. Thomas F. Kibbey, Esq.

Joe Hall, Director of Development Finance and Acquisitions,

National Church Residences

4302736/1/MIAMI

EXHIBIT 4A

Anderson-Davis, Joan T.

From: Timin, Gary P.

Sent: Wednesday, November 12, 2014 6:45 PM

To: Anderson-Davis, Joan T. **Subject:** Exhibit 4 to pettn

Attachments: 2014-414S_Application.pdf; 2014-414S_Exhibits.pdf

I may decide to use just the shorter of these

From: Lapides, David L.

Sent: Friday, October 31, 2014 2:31 PM

To: Timin, Gary P.

Subject:



David L. Lapides

Of Counsel Squire Patton Boggs (US) LLP One Tampa City Center 201 N. Franklin Street, Suite 2100 Tampa, Florida 33602

T +1 813 202 1319 O +1 813 202 1300 F +1 813 202 1313 M +1 813 230 9159

David.Lapides@squirepb.com | squirepattonboggs.com

Exhibit A to RFA 2014-111 – SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits

Part I - General Information for ALL Applications

1. Denivarabilic Communici	phic Commitmen	raphic	l. Demoa	1
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O Elderly Non-ALF

a. O Family
b. O Elderly – The Applicant must indicate the type of Elderly Development
C Fiderty ALF

The Applicant must select one (1) of the following Demographic Commitments:

- c. Elderly Transformative Preservation -
 - (1) The Applicant must state the total percentage of the proposed Development's units that will be set aside at 60 percent or less of the Area Median Income, as outlined in Section Four A.1.c. of the RFA: 94.9%
 - (2) The Applicant must provide, in the text box below, the required description of the subpopulation(s) of the individuals and/or families intended to reside in the proposed Development. This must include a detailed description of the resident household characteristics, needs, and preferences of the focus population(s) the Applicant is proposing to serve, as outlined in Section Four A.1.c. of the RFA. The Applicant's description is limited to this text box which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

The property is currently 100% occupied by low income seniors who live independently with various levels of supports. A recent survey of 114 residents at the property was conducted using the Vulnerable Elderly Scale (VES). This assessment is a function-based tool for screening community-dwelling populations to identify older persons at risk for health deterioration. The VES considers age, self-rated health, limitations in physical function, and functional disabilities. The VES identifies residents who are "Moderately Vulnerable" or "Severely Vulnerable." A score of 3 or below is defined as "Not Vulnerable/Mildly Vulnerable." Those with a score of 4-7 are identified as Moderately Vulnerable. Those with a score of 8-10 are considered Highly Vulnerable. This group is most at risk of functional decline or mortality. 13% of the residents assessed at the Landings of St. Andrews are considered severely vulnerable with significant needs. 34% of the population is considered moderately vulnerable. These residents have some needs or may be younger residents with less physical function.

An assessment was also completed on the resident's Activities of Daily Living (ADL). There are seven ADLs that were measured to determine the residents' ability to perform these daily tasks: Bathing, Dressing, Transferring, Ambulating, Feeding, Meal Preparation, and Medication Management. Bathing is the ability to get in and out of the bathtub/shower as well as the ability to wash yourself. Dressing is the ability to dress yourself. Transferring is the ability to get in and out of a chair, wheelchair, and in and out of bed. Ambulating is the ability to walk from place to place and move around. Feeding is the ability to feed yourself and eat. Meal preparation is the ability to cook and prepare meals for yourself. Lastly, Medication Management is the ability to manage your prescriptions and medication administration. 31% of the population has or needs assistance with meal preparation. 4% need assistance with medication administration.

Of the residents assessed 17% are 85 years and older, 25% are 75-84 and 33% are 64-74. All other residents are under 64. The average yearly income of the residents of The Landings of Saint Andrews is approximately \$ 13,000 per year.

The Landings at St. Andrews will assist the resident in meeting these needs through the Service Coordination program and in partnership with Comfort Home Health. The assessment numbers will be used as a baseline for the Service Coordinator and Comfort Home Health to address resident needs. The Service Coordinator will also work to reassess all residents in order to make sure all of this information is up to date.

Any resident that is severely vulnerable, the Service Coordinator will work with to make sure services are in place to address each resident need. The Service Coordinator will then monitor each of these residents on a quarterly basis in order to be proactive address any needs early on. Any resident that is moderately vulnerable, the Service Coordinator will also work with to put services in place. All of these residents will be reassessed on an annual basis or after a health care event such as a fall or hospital stay to update any needs or services.

The Service Coordinator will work as a team with Comfort Home Health to address any health related issues. Comfort Home Health Staff can provide physical therapy for the large population of residents that have ambulation and transferring needs. Nurses can also provide medication administration. The unskilled service part of Comfort Home Health can also provide aides that can assist with meal preparation as well as personal care. Together the Service Coordinator and Comfort Home Health will work with this population to keep them stable and aging in place.

2. Applicant Information:

- a. The Applicant must state the name of the Applicant: Landings Port Richey Senior Housing Limited Partnership
- b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as Attachment 1.
- c. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as Attachment 2.

d. Contact Person for this Application:

First Name: <u>Joe</u>
Middle Initial:
Last Name: <u>Hall</u>
Street Address:

2245 North Bank Drive

City: <u>Columbus</u> State: <u>Ohio</u> Zip: <u>43220</u>

Telephone: 614.273.3720 Facsimile: 614.451.0351

E-Mail Address: <u>jihall@nationalchurchresidences.org</u>
Relationship to Applicant: <u>Director of Development Finance</u>

3. General Developer and Management Company Information:

- a. General Developer Information:
 - (1) The Applicant must state the name of each Developer (including all co-Developers):

National Church Residences Corporation

- (2) For each Developer entity listed in question 3.a. above (that is not a natural person), the Applicant must provide, as Attachment 3, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.
- (3) For each experienced Developer entity, the Applicant must provide, as Attachment 3, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information as outlined in Section Four A.3.a.(3) of the RFA.
- b. General Management Company Information:
 - (1) The Applicant must state the name of the Management Company: National Church Residences
 - (2) The Applicant must provide, as Attachment 4, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.3.b. of the RFA.

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4. General Development Information:

- a. The Applicant must state the name of the proposed Development: Landings Port Richey Senior Housing
- b. Location of Development Site:
 - (1) County:

The Applicant must indicate the County: Pasco

(2) Address of Development Site:

The Applicant must state (a) the address number, street name, and name of city and/or (b) the street name, closest designated intersection, and either name of city or unincorporated area of county:

5852 Sea Forest Drive

New Port Richey Florida

- c. Number of Units in Proposed Development:
 - (1) The Applicant must state the total number of units: 196
 - (2) If the Family or Elderly (ALF or Non-ALF) Demographic Commitment was selected at question 1 above, the Applicant must select the one applicable item below:
 - (a) O Proposed Development consists of 100% new construction units
 - (b) Proposed Development consists of 100% rehabilitation units
 - (c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

new construction units

rehabilitation units

- d. State the total number of buildings with dwelling units in the proposed Development: 1
- e. Development Category:

The Applicant must select one applicable Development Category: Acquisition and Elderly Transformative Preservation

Note: The Applicant should refer to Section Four A.4.e. of the RFA before making a selection. Section Four A.4.e.(1) of the RFA lists specific Development Category requirements for Applications with a proposed Family and Elderly (ALF or Non-ALF) Demographic Development, with specific requirements for proposed Developments to be located in Miami-Dade County. Section Four A.4.e.(2) of the RFA lists specific Development Category requirements for Applications with a proposed Elderly Transformative Preservation Demographic Development.

f. Unit Mix:

Number of Bedrooms per Units	Number of Baths per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
1	1	10	<u>3</u>
2	1	186	27

5. Site Control:

The Applicant must demonstrate site control by providing the following documentation as Attachment 5, as outlined at Section Four A.5. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or

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c. A copy of the fully executed long-term lease.

6. Rental Assistance	e (RA Level) / Developmen	t Type / Construction	Features / Resident
Programs:			

Part II – Information for Applications with the Family or Elderly (ALF or Non-ALF) Demographic Commitment
. Rental Assistance (RA Level) / Development Type / Construction Features / Resident Programs:
a. The Applicant must state the number of rental assistance units (as outlined in Section Four A.6.a. or b. of the RFA, as applicable):
b. If Redevelopment or Acquisition and Redevelopment was selected at a. above, does the proposed Development meet the definition of Redevelopment?
○ Yes
O No
c. If Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Acquisition and Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Redevelopment, or Acquisition and Redevelopment was selected at a. above, are any of the existing units currently occupied?
O Yes
O No
d. The Applicant must select one applicable Development Type: Select Development Type:
Note: The Applicant should refer to Section Four A.6.d. of the RFA before making a selection.
e. Does the proposed Development meet the requirements to be considered to be concrete construction?
O Yes
O No
f. Construction Features:
Applicants must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10. Applicants that fail to select at least 10 points worth of the features will not meet this Mandatory requirement.
Programmable thermostat in each unit (2 points)
Humidistat in each unit (2 points)
Water Sense certified dual flush toilets in all bathrooms (2 points)
Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
Energy Star qualified roof coating (2 points) *
Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) *
Eco-friendly cabinets – formaldehyde free, material certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
Energy Star rating for all windows in each unit (3 points)
Florida Yards and Neighborhoods certification on all landscaping (2 points)
Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)
*Applicant may choose only one option related to Energy Star qualified roofing
g. Resident Programs:
(1) Applicants with the Family Demographic must commit to provide at least three (3) of the following resident programs (which are described at Section Four A.6.g.(1) of the RFA). Applicants that fail to select the required minimum number of resident programs will not meet this Mandatory requirement.
After School Program for Children

https://apply.floridahousing.org/AppViewer.aspx?AppID=1687

Last Updated: 9/15/2014 12:23:26 PM Form Key: 1687		
Literacy Training		
Employment Assistance Program		
Family Support Coordinator		
(2) Applicants with the Elderly Non-ALF Demographic must commit to provide at least three (3) of the following resident programs (which are described at Section Four A.6.g.(2) of the RFA). Applicants that fail to select the required minimum number of resident programs will not meet this Mandatory requirement.		
Literacy Training		
Computer Training		
Daily Activities		
Assistance with Light Housekeeping, Grocery Shopping and/or Laundry		
Resident Assurance Check-In Program		
Set-Aside Commitments:		

7.S

The Applicant must complete the following Total Set-Aside Breakdown Chart to reflect the percentage of total units that will be set aside, including the required ELI Set-Aside units, all other set-aside commitments, and the total set-aside percentage. The Applicant must indicate on the chart the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level.

Total Set-Aside Breakdown Chart		
Percentage of Residential Units	AMI Level	
%	At or Below 25%	
%	At or Below 28%	
%	At or Below 30%	
%	At or Below 33%	
%	At or Below 35%	
%	At or Below 40%	
%	At or Below 45%	
%	At or Below 50%	
%	At or Below 60%	
%		

Total Set-Aside Percentage: | %

8. Proximity:

In order to be considered for any points, the Applicant must provide an acceptable Surveyor Certification form as Attachment 6. The form must reflect the Development Location Point and Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and the Community Services for which the Applicant is seeking points.

a. PHA Proximity Point Boost:

Are all of the units in the proposed Development located on a site(s) with an existing Declaration of Trust between a Pub
Housing Authority and HUD?

O Yes

If "Yes", in order to be eligible for the PHA Proximity Point Boost, the Applicant must provide the required letter as Attachment 6, as outlined in Section Four A.8.b.(1) of the RFA.

Last Updated: 9/15/2014 12:23:26 PM | Form Key: 1687 b. Private Transportation Transit Service: If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 1.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.8.c.(1)(a), as its Transit Service? Yes O No c. Mandatory Distance Requirement: For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the FHFC Development Proximity List (the List), indicate which of the following applies to this Application. Applicants that are eligible to select (1) or (2) below will be eligible for the automatic qualification for the Mandatory Distance Requirement. Applicants not eligible for the automatic qualification for the Mandatory Distance Requirement should select (3) below and follow the instructions outlined in Section Four A.8.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement. (1) The Applicant selected the Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation or Acquisition and Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation Development Category at question 4.e. of Exhibit A, the proposed Development involves the Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (a) the Applicant demonstrated its commitment to set aside at least 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7. of Exhibit A, (b) the proposed Development is classified as RA Level 1 or RA Level 2, and (c) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent. (2) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 4.e. of Exhibit A and the proposed Development meets all of the following criteria: (a) the Applicant demonstrated its commitment to set aside at least 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7. of Exhibit A, (b) the proposed Development is classified as RA Level 1 or RA Level 2, and (c) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent. (3) Neither of the above automatic qualifications apply to this Application. The Applicant may disregard Development(s) on the List if the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development. If this provision applies to the proposed Development the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.8.d.(2) of the RFA): Note: RA Levels are described in Section Four A.6.c. of the RFA. 9. Local Government Contributions: If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 4.e. above (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development? O Yes O No If "Yes", in order to be considered for points for this section of the RFA, the Applicant must provide an acceptable Local Government Verification of Contribution form(s) as Attachment 7, as applicable: a. Local Government Verification of Contribution - Grant Form; b. Local Government Verification of Contribution - Fee Waiver Form;

Part III – Information for Applications with the Elderly Transformative Preservation Demographic Commitment

10. Experience Developing Elderly Affordable Housing for the Intended Resident Population:

The Applicant must describe the experience of the Developer, a co-Developer, and/or Principal(s) of the Developer or co-Developer in

c. Local Government Verification of Contribution – Loan Form; and/ord. Local Government Verification of Contribution – Fee Deferral Form.

developing affordable housing targeted to elderly residents, and any additional experience with Elderly housing that serves as a platform for supportive services to assist the intended residents, as outlined in Section Four A.10. of the RFA.

The Applicant's description(s) is limited to the text box below which is limited to 16,000 characters (the equivalent of approximately 4 typed pages).

National Church Residences is the nation's largest not-for-profit provider of affordable senior housing and services. With nearly 340 communities, including 108 Low Income Housing Tax Credit (LIHTC), in 28 states and Puerto Rico, National Church Residences also provides health care in Ohio and Florida (Bradenton and Lake Wales), including the operation of continuing care retirement communities and permanent supportive housing for the formerty homeless and disabled. National Church Residences has been developing and managing senior housing since 1961. Through experience, National Church Residences has learned the importance of flexibility in project design and amenities when constructing or rehabilitating senior housing. When a resident first moves into senior affordable housing, they typically have a more independent and active lifestyle. As time advances, residents become frailer and their dependency on supportive services in the community intensifies, making the accessible design features of a building a necessity rather than a luxury. Additionally, with the costs of health care rising, more senior residents are opting to remain in independent living communities longer versus moving into assisted living facilities or a higher level of care setting.

National Church Residences recognizes the issues associated with the "aging-in place" of its residents. We have directed attention to the changing housing environment resulting from the aging process. National Church Residences' mission has been to provide quality housing and supportive services to promote independence and aging-in-place in our housing units, addressing the needs of residents in a holistic manner.

Additionally, National Church Residences' philosophy is that housing for the elderly should reflect the needs and wants of the persons who reside there and that the facility should be capable (both in design and operation) to react to the changing needs of the residents in a comprehensive manner. National Church Residences' commitment to providing service coordination in all senior facilities continues with this proposed project. National Church Residences is recognized nationally for providing quality training of Service Coordinators, and has provided extensive consultation to organizations, both non-profit and for-profit, on Supportive Service programs.

As of 2012, National Church Residences has been awarded over \$44,000,000 in Social Service Grants for the development of a Supportive Services program. Presently, 256 communities have a Service Coordination program in their facility, serving over 16,000 residents.

National Church Residences has extensive experience working with frail elderly persons—each of the 256 buildings that have a Service Coordinator must have 25% of its units filled with residents that are frail or at-risk of being frail based on their abilities to independently perform their Activities of Daily Living (ADLs). A resident is considered frail when he or she needs assistance with three or more Activities of Daily Living and is considered at-risk when he or she needs assistance with one or two Activities of Daily Living. The Activities of Daily Living (ADL) measured are: Eating, Bathing, Grooming, Dressing, Transferring, and Ambulation.

National Church Residences has a 50-year history of being an innovative leader in integrating homes and supportive services for vulnerable individuals, enabling them to live healthier and more satisfying lives. National Church Residences has developed more than 22,000 units of housing to meet the needs of low-income residents across the United States, and has a commitment to developing and operating housing and services of the highest quality. Recent innovations of integrating housing and services include:

1. Chimes Terrace (Johnstown, OH)

Chimes Terrace Apartments is a 61 unit HUD 202 Senior apartment community located in Johnstown, Licking County, Ohio, a suburb of Columbus. The property is 100% Section 8 subsidized, built in 1981 by National Church Residences. In 2011, the property was awarded a HUD Assisted Living Conversion Program (ALCP) grant, to transform 24 of the 60 units into affordable Assisted Living. As part of the scope of work, the property added a commercial kitchen to provide three meals a day to AL residents, a dining room, therapy room, and community space. Additionally the property received rehab through the LIHTC program. The property underwent a

"transformational preservation" because of its unique financing structure, which resulted in a fully rehabbed building, with a combination of affordable independent living and affordable assisted living units. This combination allows more residents to age in place with greater services for those who meet the AL level of care and qualify for the Ohio Medicaid Assisted Living Waiver. This building is similar to the Landings of St. Andrew at is a building that serves the older adult population as a partial independent living facility. The building has skilled services on-site as the Landings of St. Andrew will have as well as a Service Coordinator to coordinate services to help the residents' age in place.

2. Walnut Creek (Baltimore, OH)

Walnut Creek Village was built in 1981 and consists of 40 one-bedroom, garden-style units, all contained within a two-story, 'L' shaped, elevator-equipped building. The subject property currently operates under the requirements of the Section 8 program and is 100% occupied.

Walnut Creek Village was awarded funding from the 2012 Assisted Living Conversion Program (ALCP) to renovate the development, enabling the subject project to respond to residents with Activities of Daily Living (ADL) limitations. All 40 units are anticipated to be modified, providing for use as Service-Enriched Housing units (SEH), specifically services under Ohio's PASSPORT service Enhanced Community Living, which provides on-site home care, homemaking, and personal care services. The use of Assisted Living Conversion Program funds to make units more accessible, especially in kitchen and bathroom areas will significantly enhance residents' independence and living conditions. In doing so, Walnut Creek will be a strong, sustainable environment for aging-in-place of the senior population of Walnut Creek Village, which will be conducive to their changing needs for at least the next 10 years. This property is similar to the Landings of St. Andrew as it has services that are on-site for the residents including skilled and unskilled services. It also serves older adults and has a Service Coordinator to assess residents and coordinate services to meet their needs.

3. Panola Gardens (Lithonia, GA)

Panola Gardens is a new construction LIHTC property, which integrates on-site primary medical care to residents and community members. The project's unique partnership with a regional primary care physician practice will provide residents and neighbors with accessible health care, lower state and federal health care costs, and transform a community. By constructing a medical office suite on-site, residents and community will be provided with convenient and consistent access to medical care at Panola Gardens.

Residents may visit the exam rooms and receive guidance and medical assistance from a Nurse Practitioner a few days a week without having to arrange for transportation to and from the doctor's office or hospital. Residents will also have the expertise and guidance of a full time on-site care coordinator. Members of the community may also schedule appointments at the Panola Garden's exam rooms. In addition to the added convenience of the primary care exam rooms, health care experts believe that access to on-site primary care and on-site care coordinators improve the quality of care for residents. On-site practitioners and on-site care coordinators develop trusting relationships with residents which encourage open communication. Furthermore, on-site practitioners can head off problems or treat problems as they emerge, then coordinate with the resident's primary care physician for follow-ups. The goal of the program is not to displace community physicians, but rather augment the services they already offer. Panola Gardens will open in early 2015 with 85 units. This building will be similar to the Landings of St. Andrew as it services older adults and it has primary care on-site which Comfort Home Health plans to provide at the Landings. This access to healthcare services at a property is innovative and will help residents age in place.

4. Parkside Manor (Pittsburgh, PA)

Built in 1982, Parkside Manor consists of one eight story building with a gross area of 77,078 square feet. As an existing HUD 202 project serving Pittsburgh's low-income senior population, Parkside Manor consists of 76 one-bedroom units receiving project based section 8 and 1 two-bedroom nonrevenue manager's unit. Built over 30 years ago, without a substantial rehabilitation, Parkside Manor is at risk of becoming functionally obsolete. Located in an area that had limited affordable senior housing production in the past 20 years and currently lacks ample affordable housing options for its low-income seniors, Parkside Manors rehabilitation is necessary to ensure quality and affordable housing for the neighborhood's aging population.

With a focus on creating an accessible and livable environment for its residents, National Church Residences rehabilitation of

Parkside Manor transforms an aging building that lacks a single unit meeting current accessibility standards into an ideal environment for seniors to age in place.

Post renovation, eight units will meet current sensory impaired and ADA standards and common areas and elevators will be upgraded for ADA and Life Safety compliance. An old and unutilized convenience store at the property will be re-characterized as health care suite to provide on-site health care and optimize service delivery through National Church Residences' innovative Aging at Home Program. This program allows individual senior affordable housing properties to partner with service providers outside of National Church Residences' health care service delivery area to establish a preferred health care provider for the property. This preferred provider can utilize the dedicated health care space in the property to deliver on-site health care services to residents, including primary care, home care, and wellness and prevention services. This property is similar to the Landings of St. Andrew because it serves older adults and will have on-site health care as the Landings will have with Comfort Home Health. These properties both provide residents access to on-site service and programming to help them with health needs and with a Service Coordinator to help link to services.

In its 2014 study Housing America's Older Adults: Meeting the Needs of an Aging Population, The Joint Center for Housing Studies of Harvard University states, "With the oldest baby boomers now past age 65, growth of the older population—in terms of both number and share—is well on its way. However, the largest impacts of this demographic shift are still a decade or more off as millions more households reach the ages when physical, financial, and social challenges increase sharply. There is still time for the nation to prepare for the evolving needs of older adults by expanding the supply of housing that is affordable, safe, and accessible; providing opportunities for older adults to connect socially yet live independently; and integrating housing and long-term care services to support those aging in private homes. These changes will improve not only quality of life for older adults, but also the livability of communities for people of all ages. Given the scale of the challenges ahead, the time to act is now."

National Church Residences has developed properties that integrate affordable housing and support services in order to meet the needs of the older adult population. The examples listed above are just a few of the many properties that National Church Residences has innovatively designed and developed in order to transform housing for older adults.

11. Experience Operating and Managing Elderly Rental Housing with Supportive Services and Assistance with Urgent Issues:

a. Experience Operating and Managing Elderly Rental Housing with Supportive Services:

The Applicant must identify the entity or entities that will carry out operations and management functions at the Development and describe its experience in managing Elderly rental housing with supportive services, including performing operations and management functions specific to the needs of the intended residents, as outlined in Section Four A.11.a. of the RFA.

The Applicant's description(s) is limited to the text box below which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as Attachment 8 to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

For 11+ years, National Church Residences has been providing permanent supportive housing for disabled individuals who have struggled with chronic homelessness, which includes nearly 600 apartments in Ohio and Atlanta, GA:

- The Commons at Grant (opened in 2003) and The Commons at Chantry (opened in 2006), are located in downtown Columbus and provides 200 apartments to individuals and families who are formerly homeless, with case management services on-site.
- The Commons at Buckingham (opened in 2010), is located on the north side of downtown Columbus and provides 100 efficiency apartments for formerly homeless and disabled single adults. In addition to case management services on-site, this location is part of National Church Residences Aging at Home Medical Practice, which provides on-site primary care services from a Nurse Practitioner and Psychiatrist.
- The Commons at Livingston, (opened in 2011 and was expanded in 2014), is located on the east side of Columbus in the Berwyn East district and provides 100 one-bedroom apartments for disabled single adult veterans (and couples without children) who have low-income and long-term homelessness and are in need of supportive housing in order to remain stably housed including veterans identified by the Veteran Administration who suffer from persistent disabilities and/or homelessness. Health care services are provided to residents both on-site by the VA, and nearby at the local VA site.

- The Commons at Third, (opened in 2012), is located on the near northwest side of Columbus and provides 100 units of efficiency apartments for homeless and disabled single adults. Primary Care services are provided on-site here by a Nurse Practitioner and Psychiatrist through the Aging at Home Medical Practice.
- The Commons at Imperial (opened in 2014), located in downtown Atlanta, GA, is helping to alleviate Atlanta's homeless epidemic. The 90-unit apartment building houses formerly homeless individuals, and National Church Residences works collaboratively with St. Joseph's Mercy Care to provide primary care services to residents.

Our PSH programs target the most vulnerable members of society, including veterans and individuals suffering from one or more of the following: mental-illness, physical /medical disability, HIVAIDS, alcohol and other drug abuse. All units are subsidized with Housing Choice Vouchers through the Columbus Metropolitan Housing Authority and 100% of our residents have incomes at or below 30% of AMI.

Each program aligns with established measures as defined by HUD and the Continuum of Care, and is an integral part of our community's plan to end homelessness. All referrals are submitted through the Unified Supportive Housing System (USHS), a partnership between the Community Shelter Board (CSB), the Alcohol, Drug and Mental Health Board (ADAMH) of Franklin County, and the Columbus Metropolitan Housing Authority. This agreement states that all parties work in collaboration to lease up and manage vacancies, with a strong focus on Housing First and expedited move-in.

Potential residents must complete a screening interview with staff. This interview asks for information regarding the potential resident's drug use history as well as their residential history. Based on the information collected at this screening interview, the staff will decide whether to accept or reject the applicant. Upon move-in each resident is assigned a case worker who will complete intake paperwork that collects resident demographics, history of housing, income, education, health, employment, drug and alcohol, and mental health information. The case worker will update this assessment information annually as well as meet with the resident regularly throughout the year and create individual service plans to help address any resident needs.

The Housing First Model that our Permanent Supportive Housing follows dictates that the immediate and primary focus is to help resident access sustainable housing. It is assumed that people are more likely to seek and keep employment, improve health outcomes, and become more stable after they are in a safe and affordable place to live. Our PSH tries to meet the residents "where they are" instead of trying to "fix" them and then decide when they are housing ready. The PSH lease enforcement follows the idea that housing is not contingent on compliance or participation with services. Instead, participants must comply with a standard lease agreement and are offered services and supports to help them do so successfully.

The PSH programs provide 24/7 front desk staff, case management, crisis intervention, health and wellness, employment assistance, benefits referrals, and social/recreational activities on-site. Participation is not a requirement, but engagement is an important goal as we encourage residents to work toward pursuing activities to help maintain housing, increase income, and improve health.

One major focus of PSH is employment assistance. The National Church Residences' Community Engagement Program creates pathways to employment for its residents by ensuring that they become employed, enrolled in vocational/educational training, or engaged in volunteer community service within one year of move in. Residents offered a work readiness curriculum to develop the tools and habits necessary to be successful in the work setting. Residents can also be placed in transitional employment. Residents are connected with a job coach to support them throughout the job training experience. This coach is instrumental in helping residents transition into the traditional workforce.

Our Permanent Support Housing is CARF Accredited in the following:

- · Assessment & Referral
- · Case Management Services
- Service Coordination
- Crisis Intervention
- Community Housing

- Employment Services
- · Integrated Behavioral Health/Primary Care

The integrated and behavioral health and primary care are also a component of our Permanent Supportive Housing. These facilities have a nurse on-site that provide health and wellness services. The residents complete both behavioral and health and wellness assessments. There is also a psychiatrist that can provide services to the residents. This combination of physical and behavioral health services works to keep residents in stable housing and also provide positive health outcomes.

One of the most important components of Permanent Supportive Housing is the collaboration between support service staff and the property management team. National Church Residences calls this blended management. This is an approach whereby Property and Asset Management along with Supportive Services staff work together, as a team, to give residents the support they need to be successful, while maintaining the facility – both physically and fiscally. The entire team will meet weekly to discuss "at-risk" tenants and program operations. The team will also participate in monthly inspections conducted together. The entire team will have a shared goal of "best outcomes" for residents that specifically focus on housing retention and eviction prevention.

These outcomes are determined by the documentation systems that the team members use. PSH has a variety of funders and they collect data and outcomes from each of their programs to provide to their funders. We are also currently in the process of creating a web-based documentation system for the case workers that will be used to pull outcomes and reports to show more successes of the PSH programs.

National Church Residences has demonstrated capacity and capability with regard to housing the most vulnerable in our community. In addition, our experience with fostering collaborations and accessing funding to provide quality services for homeless and disabled populations has been solidly demonstrated in our supportive housing communities. Past results indicate that 95% of our residents will achieve positive housing outcomes. National Church Residences is continuing the success of permanent supportive housing with other locations in development: 75 units in Toledo, Ohio currently in construction for Veterans, 95 units in development for Veterans in Atlanta, Georgia, and 90 units in development in Cincinnati, Ohio.

While the Landings of St. Andrew is not a Permanent Supportive Housing facility, the experience that National Church Residences has working with a non-traditional target population shows our capacity to provide services to residents in our housing facilities and keep residents independent. This experience also shows our capability as an organization to not only manage housing with services successfully but also create a team between our support service and property management team in order for residents to feel comprehensive support that will facilitate aging in place.

b. 24 Hour Support to Assist Residents in Handling Urgent Issues:

The Applicant must provide a description of its plan to handle urgent issues 24 hours per day/7 days per week, as outlined in Section Four A.11.b. of the RFA.

The Applicant's description(s) is limited to the text box below which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as Attachment 9 to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

An important component of residents maintaining their independence and successfully aging in place is having access to support 24 hours a day. National Church Residences has policies in place for management and maintenance staff to handle urgent issues that occur during staff hours and after hours. Residents are also provided written instructions on how to handle these urgent matters. This 24 hour approach will provide residents the support that is needed to keep them aging in place.

The National Church Residences Management Policy and Procedure Guide (PPG) has a written policy for management that addresses safety, security, and emergencies. This PPG describes how management should respond to a variety of emergency and urgent situations. Urgent issues include health risks, lock-outs, security needs, and emergency maintenance requests. This manual defines emergency maintenance requests as a gas leak, lack of heat, lack of electricity, flooding, lack of running water, broken doors, windows, and appliances. Any maintenance emergencies are priorities and are required to be dealt with

immediately.

National Church Residences 24 hour support approach includes an emergency call system in place in each unit. National Church Residences has a national account with Emergency Response Center (ERC). When an alarm is activated from a unit, a central control panel located in the leasing office is activated, identifying the unit that pulled the alarm. This also simultaneously dials a third party, 24 hour, monitoring service. This monitoring service will receive the facility name, address, and the name of the current resident at the unit. Once the operator receives this information, a call is made to the resident apartment. This call is initiated to determine the possibility of a false alarm and the nature of the emergency. If it is determined that help is needed, the monitoring operator will immediately contact 911 to dispatch assistance to the facility, giving the 911 operator all information that was transferred to them. This 24 hour support provides residents safety and security to live independently.

During working hours, the manager and maintenance staff are also available to contact the police or emergency response team if a resident has a health or safety concern. The manager can also participate in a resident welfare check. If a fellow resident or family member is concerned about a resident and requests a welfare check, then the management is expected to try to contact the resident by calling and then by knocking on their door. The management staff will then call an emergency contact and explain the situation. Then the police should be contacted to participate in this check. The manager completes emergency contact paperwork with each resident upon move-in. During an emergency situation, any staff member can call the resident's emergency contacts for support.

Management is also available to discuss resident conflict situations and provide conflict resolution. The Service Coordinator is also available to provide crisis management and conflict resolution. The staff is able to assist residents in making calls to a community-based emergency service or resources to address the resident's urgent issue. The Service Coordinator is also required to create a resource directory with community resource contact information and emergency contact information. This directory is provided to every resident upon move-in and is available in community space for residents 24 hours a day.

Lock-out and maintenance emergencies are also addressed 24 hours a day. When an urgent issue occurs, management or maintenance staff is available to visit a resident's apartment to address emergency maintenance issues. The maintenance staff is in charge of responding to a resident being locked out of their apartments after hours. The manager and assistant manager also live on-site at the property. This allows them to handle any major resident issues that happen after hours as they are always on-site to address these urgent concerns.

Residents are provided information at move-in about how to deal with emergency or urgent situations. Emergency numbers and instructions are also displayed outside staff offices. Each resident receives National Church Residences Community House Rules. These rules are an attachment to the lease. These rules state that management is available to assist the resident with apartment lockouts during and after business hours. These rules also state that maintenance is available 24 hours a day. The after hour's number is also provided to the resident. The resident also receives a packet from management that specifically explains how to handle maintenance emergencies. They are directed to call the main office number that has prompts for emergencies. This system is then able to track the issues and call a staff member immediately.

The combination of emergency technology and National Church Residences' staff provide a complete approach to handling resident urgent issues which allows residents to stay independent longer and live in a building that not only provides services but keeps the residents safe.

12. Enhanced Resident Community-Based Services, Program and Benefits Coordination:

The Applicant must provide a description of its plan to provide services to assist each of the Development's residents in accessing and coordinating supportive services and other on-site and community-based resources to help meet their short and long-term needs and enable them to live stable lives in the Development, as outlined in Section Four A.12. of the RFA.

The Applicant's description(s) is limited to the text box below which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as Attachment 10 to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

The primary focus of the Service Coordinator is to help residents maintain a healthy lifestyle, develop habits for healthier aging, and retain independence by acting as a liaison between the residents and the outside community. This staff role is separate from the property manager and an entirely separate staff member is hired for this position. It is the responsibility of the Service Coordinator to assess the residents to determine their needs for services and to make the appropriate referrals.

National Church Residences Enhanced Service Coordination is a program that builds upon the existing model of Service

Coordination as defined by the U.S. Department of Housing & Urban Development (HUD), The Management Agent Handbook,

(4381.5), Chapter Eight "Service Coordination." This program is a proactive, outcome-based service model utilizing evidenced-based assessments and evaluation tools to ensure the implementation of best practices that result in achieving access to better healthcare at a lower cost to achieve better outcomes.

Assessments

Using a web-based, evidence-based assessment tool, National Church Residences Service Coordinators will collect data on their residents including their health histories, insurance information, and information related to their activities of daily living. The required evidence-based assessments are:

- a. Vulnerable Elderly Scale: The Vulnerable Elderly Scale (VES-13) is a function-based tool for screening community-dwelling populations to identify older persons at risk for health deterioration. The VES considers age, self-rated health, limitations in physical function, and functional disabilities
- b. Activities of Daily Living (ADL): Eating, Bathing, Grooming, Dressing, Transferring, and Ambulation.
- c. Geriatric Depression Scale (GDS): A 30-item self-report assessment used to identify depression in the elderly
- d. Mini-Mental State Examination (MMSE): A brief 30-point questionnaire test that is used to screen for cognitive impairment
- e. Quality of Life Assessment
- f. Chronic Disease Status Assessment

National Church Residences requires Service Coordinators to engage 100% of the residents that reside in the building. The Service Coordinator will meet with the resident and work through the assessments in order to identify resident needs. Based on the results of the assessments, the documentation system guides Service Coordinators through the appropriate interventions. The Service Coordinator will develop a Care Plan to show the interventions, linkage, verification of services, and monitoring. Based on the resident's frailty the Service Coordinator will be required to monitor the resident quarterly as well as reassess annually.

As the Service Coordinator is required to monitor the most frail residents on a quarterly basis, they are able to be proactive to make sure any needs are caught before a crisis occurs. This also helps prevent residents from calling 911 or having repeat visits to the ER. This as a result will lower health care costs as well as help residents maintain their independence.

Types of Service Coordination Performed

The Service Coordinator's main goal is to link to services and coordinate benefits for residents. The types of services the Service Coordinator is involved in are:

- a. Financial Assistance: The Service Coordinator will assist the resident with understanding bills, signing up for company benefits and discounts, build partnerships with local financial institutions, and provide assistance with entitlement discounts
- b. Medical Assistance: The Service Coordinator will provide assistance with prescription drug benefit plans, arranging home health services, coordinating wellness clinics, assist the resident in understanding statements from their insurance provider, arrange transportation to medical appointments, and discharge planning.
- c. Educational Support: The Service Coordinator will arrange on-site presentations on a variety of topics, connect residents with educational/recreational programs in the community, and assist in building a resident association.
- d. Mental Health Assistance: The Service Coordinator will connect resident to counseling and support services, assist with linking to

religious services, and provide mediation assistance.

e. Homemaker Assistance: The Service Coordinator will assist the resident in arranging cleaning, cooking, and laundry assistance.

The Service Coordinator will locate grocery shopping assistance as well as setting up home-delivered meal services. The Service

Coordinator will also arrange transportation for other home management needs.

f. Legal Assistance: The Service Coordinator will assist the resident in completing forms regarding living wills and advanced directives. The Service Coordinator will also assist residents in reviewing benefits such as Social Security award letters and death or survivor benefits.

The Service Coordinator will also create a resource directory that will be made available to residents as well as the Property Manager so that the residents may also have access to service providers and contact information on a 24 hour basis. This will give residents the ability to reach various service providers on a regular basis.

With a combination of educational and resident activities, community partnerships, and social services, the Service Coordinator's objective is to assist residents to age-in-place and provide an inviting environment and support for residents, as well as residents' friends and family members. The Service Coordinator works as part of team to not only provides assistance in linking residents to services, but is also available to coordinate care between health care providers and doctors in order to help residents have more successful health outcomes. This in-turn will prevent the unnecessary use of costly health resources.

Education/Wellness Programs

One goal of the Service Coordinator is to provide residents with informative speakers and health care services to provide health care support. Programs and services provided at no cost for the resident that allow the residents to age-in-place are:

- Blood pressure checks
- Blood sugar checks
- Nutrition classes
- Chronic Disease Self- Management Programs
- · Healthcare fraud education
- Prescription drug check and education
- Exercise classes
- Visiting Podiatrist
- Chair Yoga

Each Service Coordinator is required to host 3 education/wellness programs every quarter with a total of at least 12 programs coming into the building each year. These providers come on-site to provide educational presentations as well as providing health clinics in order to meet the residents' needs in their own facility. The Service Coordinator networks with community providers to create a team of agencies in the community that will meet resident wellness and clinical health care needs.

The Service Coordinator is also encouraged to bring in programs that target resident chronic diseases. Based on the assessments that the Service Coordinator completes, they are able to identify individual resident conditions as well as the prevalence of specific chronic conditions in their community. The Service Coordinator can then use this information to intentionally bring in programs that are relevant to the building. The Service Coordinator will then encourage residents with these health conditions to attend programs that would provide them with health information as well as self-management.

Social Events

Residents are also encouraged to engage in scheduled social activities. The building is encouraged to put together a Resident Association that runs all social events with assistance from staff. This association works with the rest of the building team and volunteers who can design and distributes a monthly calendar to each resident to keep the residents aware of upcoming events. The Resident Association can host a monthly informational meeting for all residents to attend to discuss the upcoming month.

National Church Residences has put together a social programming committee that will help Service Coordinators and Property

Managers. This committee will be part of a team approach to work with staff to provide information about how to set up activities in
the building for their residents by giving them basic tools to survey their resident interests, find volunteers, and make monthly
calendars.

The goal behind this social programming is to give residents a better quality of life by offering social gatherings, fun activities, and education. This will also allow the Service Coordinator the opportunity to communicate and get feedback from residents on how they and others are doing which creates pathways for needed services.

The Social Programming will give Service Coordinators examples of two activities per day that they could potentially encourage their building to hold. The types of programs that will be provided on sample calendars are:

- Bingo
- · Card playing parties
- Music programs
- · Church Services
- · Football parties

This social programming also encourages the Service Coordinator to work with the outside community in order to bring in agencies that will assist with providing these social activities. Local churches can provide church services. Local healthcare companies can call Bingo and educate the resident on their health related topics. The Service Coordinator can also partner with local schools and have children provide activities as well as intergenerational programming.

In addition to activities provided by outside organizations, the Resident Association can organize events as well to bring the community together. They can also utilize the National Church Residences Volunteer Department who can assist the building in finding local volunteers who can help host social programs.

Unique Services

The Landings of St. Andrew has many services that are unique to the building that support the residents and assist them to age in place.

- YMCA The YMCA comes to the building Monday through Friday offering the Silver Sneakers Program on-site. Silver Sneakers is a free exercise program for people on certain Medicare Programs. The exercise classes vary on a daily basis and seated exercises are also available.
- On-site Pool The residents can use this pool to exercise and there is also a resident that become an instructor and can provide water exercise classes at the property. The YMCA also provides seasonal water aerobics as well.
- Comfort Home Health -- Comfort Home Health has signed a Preferred Provider Agreement with National Church Residences stating they will be providing healthcare services on-site.

Comfort Home Health

Comfort Home Health is a family-owned home health care agency that started in 1996. They have two sister companies, A Palms and JoJo Rehab Therapy who will be providing services at the Landings of St. Andrew. They provide home care services to residents that are working to stay independent and age-in place. Comfort Home Health provides unskilled services such as personal care, companions, and homemakers. They also provide skilled services such skilled nursing as well as therapy services.

Comfort Home Health provides evaluations in the resident's home or building to initially screen a resident and determine their needs. They will then coordinate services that will meet these needs. They work to provide physical and emotional care, serve as the resident advocates, assist with rehabilitative efforts, teach self-care, and promote healthy activities. This on-site provider makes health resources easily accessible to residents. This will help residents age-in-place and decrease the use of the ER as a primary care office as the residents will now of a provider on-site to access.

Experience

National Church Residences has been committed to providing Service Coordinators in its elderly housing since 1991, when the first Service Coordinator was hired. Over 10 million dollars has been invested in the development of a Resident Service Coordination program, including staff and training resources. National Church Residences provides extensive training and social service support through its Department of Support Services. National Church Residences has 256 communities that have a Service Coordination program in their facility. National Church Residences Staffing Agency also staffs Service Coordinators in other management companies' building across the country. Currently, the Staffing Agency has Service Coordinators in 174 properties across the country.

National Church Residences Department of Support Services provides Quality Assurance for the Service Coordination Program. We also provide Quality Assurance to other Service Coordinators that are part of other management companies to ensure their programs are effectively meeting resident needs. Not only does National Church Residences provide Quality Assurance to all of their own Service Coordinators and those with the staffing agencies but they also contract our Quality Assurance to 136 other properties nationally. Our Service Coordinator Support Service Program is touching over 50,000 units in 566 buildings with 68 management companies making sure resident needs are being identified and met.

Staffing

In order to staff this position the applicant must meet the following job description requirements:

Qualifications

Education/Certification: High school graduate or equivalent.

Experience Required:One or more years of service coordination or social work experience

Skills/Abilities:Good communication, comprehension and interpersonal skills.

Working knowledge of Windows, Microsoft Office Suite and World Wide Web which will be demonstrated by a passing score on a computer literacy test.

Reasoning Ability: Ability to apply common sense understanding to carry out detailed instructions.

Mathematics Ability: Ability to perform math skills including adding, subtracting, multiplying, and dividing; to perform the four basic arithmetic operations with money; to perform operations with the assistance of a calculator or Excel spreadsheet.).

Language Ability: Ability to speak, read, write and understand English.

13. On-Site Health and Wellness Services:

The Applicant must provide a description of its approach to provide access to on-site health and wellness services, as outlined in Section Four A.13, of the RFA.

The Applicant's description(s) is limited to the text box below which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as Attachment 11 to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

National Church Residences Landings of St. Andrew has partnered with Comfort Home Health as its preferred provider to provide on-site skilled and unskilled services. National Church Residences will provide an Enhanced Service and Support Coordination Model as described in Section 12 to partner with Comfort Home Health in order to meet the residents' needs for housing, health, and long-term services.

Interdisciplinary Team

The Service Coordinator will use a web-based, evidence-based assessment tool to assess resident needs. The assessments will determine the resident's physical vulnerability, activity of daily living needs, chronic conditions, and cognitive needs. The Service Coordinator will use the results of these assessments to refer the residents to Comfort Home Health who can help meet these needs.

The Service Coordinator is similar to a first responder. This staff member is the first person to assess residents using the screening tools. These tools are able to determine resident needs and also stratify residents based on these needs. The Service Coordinator will work on an interdisciplinary team with Comfort Home Health staff that can then further assess residents and diagnose the

resident based on their health and clinical needs. Comfort Home Health can then work with the resident and the Service Coordinator to determine the next action steps that will help the resident live independently. This team allows health care needs to be coordinated more successfully so that residents have better healthcare outcomes.

The assessments that the Service Coordinator uses, particularly the VES, will help stratify residents as low, moderate, or severely vulnerable. This shows the Service Coordinator and nursing team which residents are most frail as well as the residents that are atrisk of being frail. This assessment scores a resident based on their age and their ability to complete physical functions such as lifting their arms above shoulder level as well as lifting or carrying up to ten pounds. The assessment also looks at the difficulty the resident has completing basic tasks such as walking across a room or doing light housework. Any resident that is severely vulnerable based on the VES, the Service Coordinator is required to monitor on a quarterly basis to either offer new services to meet needs or to monitor current services the resident has in place.

The Service Coordinator will then work with the Comfort Home Health Nursing Team to make recommendations on new needs or health assessments. These highest risk residents will be monitored to keep them healthy and independent. Based on the Service Coordinator and Nursing assessments this interdisciplinary team will determine the best way to meet the residents' needs. The Service Coordinator will act as the liaison between the provider and the resident and work to coordinate care in order to meet health and wellness needs.

Comfort Home Health

Comfort Home Health has been providing skilled home care since 2002. They are located 7 miles from The Landings of Saint Andrew. Their address is 3515 Palm Harbor Blvd, Suite A, Palm Harbor, FL 34683.

Comfort Home Health has two sister companies, JoJo Rehab and A Palms Staffing, LLC. Comfort Home Health has positive ratings with the Medicare.gov website. There are 22 Quality of Care Measures collected by Medicare. Medicare provides a National and State Average of these quality measures. The website compares individual skilled home care agencies against these averages. On 18 of 22 measures, Comfort Home Health Agency, Inc. performs better than the National and Florida Averages.

Comfort Home Health has a history of working with the Landings of St. Andrew. They have provided services to individual residents over the years. Over the past five years they have conducted weekly wellness clinics that are open to all residents in the building. The Property Management Staff at the Landings of St. Andrew believes that this agency has provided quality services to their residents over the years. They believe that this agency has a mission that matches National Church Residences' mission which makes them the perfect partner for the building. The owner of Comfort Home Health views the clinics as her "charity work" as it does not provide any financial gain for the company but has continued to provide this for this building for five years.

<u>Services</u>

Comfort Home Health's vision for the Landings of St. Andrew is for all residents to have access to services that meet their immediate needs and that are affordable. This would include access to wellness services for those who were independent and not vulnerable and access to more intensive services for those who were vulnerable.

Comfort Home Health Agency Inc. will continue to provide a weekly Wellness Clinic for the residents. They want to expand the hours and provide physician services/primary care to residents in the clinic or in their homes if homebound. They will provide Podiatry Services at the clinic. They will continue to provide a Wellness Nurse during clinic hours. If possible, medical services will be billed to residents' insurance companies. The services of the Wellness Nurse will be provided at no charge. Not all residents will need the services of the clinic. If a resident elects, he or she can visit the Wellness Clinic for assistance in developing an Individualized Wellness Plan which will be a service available to all residents.

Comfort Home Health Agency, Inc. and JoJo Therapy Services will provide physical therapy services on site. Therapy services will benefit the residents who are having problems with ambulation and transferring. This includes many of the residents who were assessed as moderately and severely vulnerable. Comfort Home Health Agency, Inc. will provide the therapy equipment needed. Comfort Home Health Agency, Inc. and JoJo Therapy Services will provide a therapist to assist residents with learning to safely use the exercise and fitness equipment in the newly constructed fitness room.

Comfort Home Health will also work in partnership with the property management staff to create office hours and coordinate staff onsite so that the clinic runs smoothly.

Currently, Comfort Home Health has an office on-site at the Landings of St. Andrew. With the renovation, the agency will have an expanded office with a hand washing station to provide primary care services as well as a space that will allow for therapy and fitness. These additions will allow residents to become more involved with health and wellness services and activities.

Comfort Home Health also has staff that provides unskilled services. Unskilled services include housekeeping, laundry, personal care, shopping, and meal preparation. These types of services are designed to assist residents with basic daily tasks that without completing would land a resident in a nursing home. Aides can complete these tasks for residents and as result, keep them independent and aging in place.

Based on the Service Coordinator's assessments, it will be determined if a resident needs an aide to provide care. The ADL assessment will determine if a resident needs assistance with personal care which includes, dressing, bathing, and grooming. This assessment will also determine if the resident needs assistance with meal preparation. The Vulnerable Elderly Scale will determine if the resident needs assistance with heavy housework, light housework, and shopping. Based on the results of the assessments the Service Coordinator can determine if a resident needs a referral to an aide. The Service Coordinator can work with Comfort Home Health to provide an aide to meet these needs. This aide will be funded through insurance or private pay. If there are enough residents within the Landings of St. Andrew, the same aides can provide services for all the residents making them more accessible but also creating a community for the residents.

Comfort Home Health Agency, Inc. is committed to serving the frail elderly which has been exemplified by their commitment over the last five years. Comfort Home Health has years of experience and the resources to meet the obligations of a partnership agreement.

Comfort Home Health has signed a preferred provider agreement with National Church Residences committing to providing these services to the residents at the Landings of St. Andrew.

14. Access to Community-Based Services and Resources:

The Applicant must provide a detailed description of the intended residents' access to general, healthcare and services in their community to meet the needs of the intended residents and their ability to effectively and efficiently access each described service and resource, as outlined in Section Four A.14. of the RFA.

The Applicant's description(s) is limited to the text box below which is limited to 16,000 characters (the equivalent of approximately 4 typed pages). The Applicant may provide, as Attachment 12 to Exhibit A, up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s).

The Landings of St. Andrew has a variety of transportation options available to the residents that include their own property bus, public transportation, and medical transportation. These options provide residents with flexibility, door to door pick-up, and free or low-cost transportation options that allow the residents to access community –based services and resources that will keep them independent.

The Landings of St. Andrew owns a small bus that provides door to door transportation for residents. This transportation, driver, and bus are all funded through the operations of the property and provide services no charge to the residents. The only payments residents make are for roundtrip doctor appointments which are a fee of \$5.00. The bus is available on three days per week for the residents. The bus will take residents to doctor appointments as well as trips to a variety of shopping locations, including the mall, grocery store, K-Mart, Wal-Mart, etc. This bus has a lift to take residents that need wheelchair assistance. It can also carry up to ten passengers per trip.

The Landings of St. Andrew is located within Pasco County Florida. Pasco County Public Transportation (PCPT) provides bus and services to residents in this area. The transit services have scheduled buses operating on a set schedule over a fixed route. There are 18 buses that run through 10 routes. There are also connections to the Pinellas County Transit Authority and the Hillsborough Area Regional Transit Authority. This route allows residents access to shopping, agencies, and doctors throughout the county. A one way ride is \$1.50. A reduced rate is \$.75. There is a reduced bus rate for any seniors that are 65 or older or has a certified disability.

Any resident that lives in the county is eligible for this transportation. The Service Coordinator at the building will assist the resident in applying for a reduced price bus pass. This Service Coordinator is also able to assist the resident in learning the bus route and the nearest bus stops.

PCPT also operates paratransit services. This is a door to door advances reservation service available to any resident that is unable to access transit services due to disability or environmental barriers, or distance from a route. The paratransit services are all ADA compliant. Personal Care Attendants will ride free on the paratransit. The regular fare is \$4 with a reduced rate of \$2. For a resident to qualify the resident must complete a phone survey and potentially a written application. The resident may also be required to undergo an assessment. The Service Coordinator staffed at the Landings of St. Andrew will assist the residents in learning about this service and also assist them with completing any paperwork and scheduling assessments. If the resident is approved for paratransit services then the Service Coordinator will assist the resident in scheduling appointments for this transportation. The transportation needs are made over the phone with the reservation center.

Transportation services for Medicaid beneficiaries is a federally mandated service. Effective June 11, 2004, Florida Agency for Health Care Administration (AHCA) and Florida Commission for the Transportation Disadvantaged (CTD) executed a contract to transfer the administration and management of the Medicaid Non-Emergency Transportation (NET) Program to the CTD. This program provides NET to persons who because of disability, age or income are unable to transport themselves. For more information specific to NET provided in Pasco County, see Pasco County's Transportation

Disadvantaged Service Plan: http://www.pascocountyfl.net/DocumentCenter/Home/View/2756.

The American Cancer Society provides transportation to residents in Pasco County that need transportation to cancer treatments.

The program is called Road to Recovery and it provides cancer patients with ground transportation. Residents are eligible if they are traveling to an appointment required for their cancer treatment or complementary to the treatment. The resident must be ambulatory but can have the assistance of a caregiver on the trip. The resident schedules in advance for the appointments. There is no cost to this service.

Part IV - Additional Information for ALL Applications

15. Funding:

- a. Corporation Funding Amount(s):
 - (1) Applicant's SAIL Request Amount: \$ 7,000,000
 - (2) ELI Loan Amount the Applicant is eligible to receive: \$ 1,431,800
 - (3) For proposed Developments to be located in Miami-Dade County, the Applicant should state the total amount of Local Government loans and grants, as demonstrated on the properly completed and executed Local Government Contribution form(s) provided by the Applicant as an Attachment to Exhibit A: \$
- b. Other Funding:

If a PLP loan has been awarded for the proposed Development, provide the following information:

Corporate File #	Amount of Funding
	\$

- c. Finance Documents:
 - (1) Indicate the anticipated source of the Tax-Exempt Bond financing that will be utilized for the proposed Development:
 - (a) Corporation-issued Multifamily Mortgage Revenue Bonds (MMRB):

The Applicant must commit to either (i) or (ii) below:

- (i) The Non-Competitive Application and applicable Application fee for the proposed Development has been submitted to the Corporation as of the Application Deadline for this RFA.
- (ii) The Non-Competitive Application and applicable Application fee will be submitted to the Corporation by September 29, 2014.

(b) Non-Corporation-issued Tax-Exempt Bonds:

The Applicant must commit to either (i) or (ii) below:

- (i) The required letter from the Public Housing Authority, County Housing Finance Authority, or Local Government confirming that the Applicant has applied for the Tax-Exempt Bonds is provided as Attachment 13. The Non-Competitive Application and applicable Application fee will be submitted to the Corporation within 10 Calendar Days of the date the credit underwriting begins for the Bonds.
- (ii) The Bonds are currently being underwritten or the credit underwriting has been completed and the Non-Competitive Application and applicable Application fee has already been submitted to the Corporation or will be submitted to the Corporation by September 29, 2014.
- (2) The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.
- d. Other Non-Corporation Funding Proposals:

Unless stated otherwise, for all funding other than the Tax-Exempt Bonds, the Non-Competitive Housing Credits, and deferred Developer fee, the Applicant must attach the funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A beginning with Attachment 14 and continue with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.15.e. of the REA?

Yes Yes

O No

16. Applicant Certification and Acknowledgement:

All Applicants must sign this certification acknowledging the provisions and requirements of the RFA. The copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred).

- a. The following items pertain to ALL Applicants, regardless of the Demographic Commitment selected:
 - (1) The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
 - (2) The Applicant acknowledges and certifies that the required Non-Competitive Application will be submitted to the Corporation within the specified time-frames and that, if this requirement is not met, any funding awarded under this RFA will be withdrawn.
 - (3) The Applicant acknowledges and certifies that, by the time the Applicant's Non-Competitive Application is deemed complete, or as otherwise outlined in the invitation to enter credit underwriting, the Applicant must confirm that all features and amenities committed to and proposed by the Applicant shall be located on the Development site.
 - (4) By submitting the Application, the Applicant acknowledges and certifies that:
 - (a) The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
 - (b) The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the loan closing;
 - (c) The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and, if applicable, Service Provider, will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;

- (d) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
- (e) The total number of units stated in the Application may be increased up to the allowable limit after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation:
- (f) The Applicant's commitments will be included in a Land Use Restriction Agreement for the SAIL and ELI gap funding and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
- (g) The applicable fees will be due as outlined in this RFA and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter;
- (h) The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final Non-Competitive Housing Credit allocation process; and
- (i) The Applicant agrees to utilize the most current version of the Final Cost Certification Application Package (FCCAP) as a part of the Non-Competitive Housing Credit final allocation process.
- (5) The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in the Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
- (6) If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the Applicant in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates.
- (7) By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
- (8) In eliciting information from third parties required by and/or included in the Application, the Applicant certifies that it has provided such parties information that accurately describes the Development as proposed in the Application. The Applicant certifies that it has reviewed the third party information included in the Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in the Application.
- (9) The undersigned understands and agrees that in the event that the proposed Development is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for the SAIL and ELI gap funding.
- (10) The Applicant acknowledges and certifies that the required information concerning the following members of the Development Team will be provided by the time the Applicant's Non-Competitive Application is deemed complete, or as otherwise outlined in the invitation to enter credit underwriting, as further described in in Item 1.h. of Exhibit D: (a) Architect, Attorney, Accountant, General Contractor, and Service Provider (for Elderly ALF only).
- (11) The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.
- b. Applicants with the Family or Elderly (ALF or Non-ALF) Demographic Commitment are also responsible for the following:
 - (1) The Applicant acknowledges and certifies that the following information will be provided by the time the Applicant's Non-Competitive Application is deemed complete, or as otherwise outlined in the invitation to enter credit underwriting:
 - (a) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
 - (b) Development and execution by the Applicant of the required Memorandum of Understanding with a designated supportive services lead agency to assist Persons with a Disabling Condition, as outlined in Section Four A.7.b.(2) of the RFA;

- (c) For proposed Developments with the Development Category of Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Acquisition and Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Redevelopment, or Acquisition and Redevelopment, submission of the required plan for relocation of existing tenants, as outlined in Section Four A.6. of the RFA.
- (d) Demonstration of the following Ability to Proceed elements, as outlined in Item 2.f. of Exhibit D:
 - (i) The status of site plan approval and that the site is appropriately zoned for the proposed Development;
 - (ii) The availability of the following for the entire proposed Development site: electricity, water, sewer service, and roads; and
 - (iii) That a Phase I environmental site assessment has been performed for the entire Development site by a licensed environmental provider, and, if applicable, a Phase II environmental site assessment has been performed.
- (2) By submitting the Application, the Applicant acknowledges and certifies that:
 - (a) During credit underwriting, all funded Applications will be required to provide the letter from HUD, RD, or other federal program, as applicable, to confirm the number of rental assistance units stated by the Applicant in the Application. The information that must be included in the letter is outlined in Item 2.e. of Exhibit D. If the number of rental assistance units outlined in the letter differs from the information stated by the Applicant in the Application, such that the Application would not have been selected for funding, the Applicant's invitation to enter credit underwriting will be withdrawn. If the information in the letter is acceptable to the Corporation, the Application will be held to the number of RA units stated in the applicable letter throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the applicable rental assistance program; and
 - (b) The proposed Development will include the required set-aside units (for ELI Households, Persons with a Disabling Condition, and Total Set-Aside Percentage). If less than 100 percent, the Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development;
 - (c) The units committed to in this Application must be set aside for a minimum of 50 years;
 - (d) For Applications with the Family Demographic Commitment, the Applicant commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs; and
 - (e) The proposed Development will include all required construction features and resident programs which are applicable to the Demographic Commitment selected, as outlined in Items 2.b. and 2.c. of Exhibit D. In addition, the proposed Development will include all construction features and resident programs as selected by the Applicant at questions 4.f. and 4.g. of Exhibit A. The quality of the construction features and resident programs is subject to approval of the Board of Directors.
- c. Applicants with the Elderly Transformative Preservation Demographic Commitment are also responsible for the following:
 - (1) The Applicant acknowledges and certifies that the following information will be provided by the time the Applicant's Non-Competitive Application is deemed complete, or as otherwise outlined in the invitation to enter credit underwriting:
 - (a) Resident Relocation Plan during the Development's rehabilitation, as outlined at item 3.b. of Exhibit D;
 - (b) Outreach, Marketing and Tenant Selection Plan, as outlined at Item 3.c. of Exhibit D;
 - (c) Resident Services Coordination Plan, as outlined at Item 3.d. of Exhibit D;
 - (d) Plan to Assist Residents in Handling Urgent Issues, as outlined at Item 3.e. of Exhibit D; and
 - (e) Commitments/formal partnerships with a transportation provider, as outlined at Item 3.f. of Exhibit D.
 - (2) By submitting the Application, the Applicant acknowledges and certifies that:
 - (a) The proposed Development will be subjected to a capital needs assessment to be carried out by a third party vendor hired by the Credit Underwriter;
 - (b) The units committed to in this Application must be set aside for a minimum of 30 years;
 - (c) During the credit underwriting process, the Applicant shall demonstrate the applicable agreements with primary home health and/or behavioral health providers, as outlined in Section Four A.13. of the RFA;

- (d) As a condition of the acceptance of funding under either RFA, the Applicant shall be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Elderly Transformative Preservation provided through the RFAs. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes, including but not limited to (i) the public cost savings of housing linked with coordinated supportive services as alternatives to assisted living facilities and nursing homes; and (ii) whether access to onsite health services, along with affordable housing, leads to better health, improved social relationships and stability in the family and community. The Corporation may pursue the option to direct an independent evaluation, and in the course of the evaluation, may require awardees to submit administrative and other data to assess the effectiveness of the Development;
- (e) The proposed Development will include all required construction features, as outlined in Item 3.a. of Exhibit D. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

Under the penalties of perjury, I declare and certify hat I have read the foregoing and that the information is true, correct and complete.

Signature of Applicant

Name (typed or printed)

Title (typed or printed)

Vice President

Addenda

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application except for the Elderly Transformative Preservation Demographic Commitment items described at questions 1.c., 10, 11.a., 11.b., 12, 13 and 14 above. Please specify the particular Item to which the additional information or explanatory addendum applies.

RFA 2014-111 (SAIL) DEVELOPMENT COST PRO FORMA

NOTES:

- (1) Developer fee may not exceed the limits established in Rule Chapter 67-21, F.A.C., and Part I,C.16 of Exhibit E of the RFA. Any portion of the fee that has been deferred must be included in Total Development Cost.
- (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.

Van Camp

- (3) General Contractor's fee is limited to 14% of actual construction cost (A1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
- (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
- (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitions on these cost line items post-Application are provided in Rule Chapters 67-21 and 67-48, F.A.C., and this RFA. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR in the Application cannot exceed the maximum ELI Loan Funding amount. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
- (6) Applications using HC equity funding, with the exception of those applying for MMRB funding, should list an estimated compliance fee amount in column 2.
- (7) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE OR MMRB/SAIL	3 Total (MMRB/SAIL/HC)
DEVELOPMENT COSTS			
Actual Construction Costs Accessory Buildings			\$0.00
Demolition			\$0.00
New Rental Units			\$0.00

^{*}Off-site Work (explain in detail)

			\$0.00
Recreational Amenities	#20.050.00		
	\$30,050.00		\$30,050.00
Rehab of Existing Common Areas	\$1,281,417.00		\$1,281,417.00
Rehab of Existing Rental Units	\$6,866,108.00		\$6,866,108.00
Site Work	\$62,300.00		\$62,300.00
*Other (explain in detail)	\$94,716.00		\$94,716.00
1. Actual Construction Cost	\$8,334,591.00	\$0.00	\$8,334,591.00
2. General Contractor Fee See Note (3)			
(Max. 14% of A1.1., column 3)	\$1,098,722.00		\$1,098,722.00
3. Total Actual Construction Costs	\$9,433,313.00	\$0.00	\$9,433,313.00
General Development Costs Accounting Fees	\$7,500.00	\$7,500.00	\$15,000.00
Appraisal	\$15,000.00		\$15,000.00
Architect's Fee - Site/Building Design	\$518,832.00		\$518,832.00
Architect's Fee - Supervision	\$217,910.00		\$217,910.00
Builder's Risk Insurance			\$0.00
Building Permit	\$196,200.00		\$196,200.00
Brokerage Fees - Land / Buildings			\$0.00
Capital Needs Assessment	\$7,500.00	-	\$7,500.00
Engineering Fees	\$78,480.00		\$78,480.00
Environmental Report	\$7,500.00	<u></u>	\$7,500.00
FHFC Administrative Fee	****	\$45,360.00	\$45,360.00
FHFC Application Fee	Parente	\$48,113.00	\$48,113.00
FHFC Compliance Fee See Note (6)		\$5,123.00	\$5,123.00
FHFC Credit Underwriting Fees		\$29,358.00	\$29,358.00
Green Building Certification/ HERS Inspection Costs	\$35,000.00		\$35,000.00
*Impact Fees (list in detail)			\$0.00

Inspection Fees	\$38,750.00	\$10,000.00	\$48,750.00
Insurance	\$98,000.00		\$98,000.00
Legal Fees	\$118,731.00	\$130,000.00	\$248,731.00
Market Study	\$6,000.00		\$6,000.00
Marketing/Advertising	-	\$45,000.00	\$45,000.00
Property Taxes	Market		\$0.00
Soil Test Report	\$10,000.00		\$10,000.00
Survey	\$15,000.00		\$15,000.00
Title Insurance & Recording Fees	\$100,000.00		\$100,000.00
Utility Connection Fee			\$0.00
*Other (explain in detail)	and the second second		\$0.00
. TOTAL GENERAL DEVELOPMENT COST	\$1,470,403.00	\$320,454.00	\$1,790,857.00
Construction Loan Origination/ Commitment Fee(s)	\$139,032.00		\$139,032.00
Construction Loan Credit Enhancement Fee(s)			\$0.00
Construction Loan Interest	\$157,500.00	\$402,163.00	\$559,663.00
Permanent Loan Origination/ Commitment Fee(s)	VALUE	\$94,318.00	\$94,318.00
Permanent Loan Credit Enhancement Fee(s)			\$0.00
Permanent Loan Closing Costs		\$11,940.00	\$11,940.00
Bridge Loan Origination/ Commitment Fee(s)			\$0.00
Bridge Loan Interest			\$0.00
Non-Permanent Loan(s) Closing Costs	\$396,900.00	\$44,100.00	\$441,000.00
*Other (explain in detail)			\$0.00
3. Total Financial Costs	\$693,432.00	\$552,521.00	\$1,245,953.0
I. Contingency Reserves See Note (5)	\$1,143,331.00		\$1,143,331.0
. Acquisition Cost of Existing Developments	\$6,746,000.00	\$58,000.00	\$6,804,000.0
(Excluding Land) Existing Buildings 2. * Other (explain in detail)	\$683,180.00	\$335,500.00	\$1,018,680.0

Last Updated: 9/15/2014 12:23:26 PM Form Key: 1687			
C. Development Cost (A1.3+A2+A3+A4+B1+B2)	\$20,169,659.00	\$1,266,475.00	\$21,436,134.00
D. Developer's Fee See Note (1)	\$3,424,400.00	\$75,600.00	\$3,500,000.00
E. Operating Deficit Reserves See Note (5)		\$634,000.00	\$634,000.00
F. Total Land Cost	_	\$756,000.00	\$756,000.00
G. Total Development Cost (C+D+E+F)	\$23,594,059.00	\$2,732,075.00	\$26,326,134.00

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

Development Costs

Actual Construction Cost
(as listed at Item A1.1.)

Off-site work:

Other:

\$94,716 is for the Performance Bond

General Development Costs

(as listed at Item A2.)

Impact Fees:

Other:

Financial Costs

(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments

(as listed at Item B2.)

Other:

Development consultant: \$45000 Owner FF&E: \$392000 Tenant Relocation: \$246180 Replacement Reserve Capitalization: \$196000 Investor Tax Credit Monitoring Fee: \$139500

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

CONSTRUCTION or REHAB ANALYSIS	Amount	Location of Documentation
A. Total Development Costs:	\$26,326,134.00	
B. Construction or Rehab Funding Sources:		
1. SAIL Loan Requested	\$7,000,000.00	
2. ELI Loan Funding	\$1,431,800.00	

Last Updated: 9/15/2014	12:23:26 PM Form	1 Key: 1687
B. MMRB Requested (Construction) ————————————————————————————————————	\$12,600,000.00	
.HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate — of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$977,904.00	
		Attachment
6 . Second Mortgage Financing	\$1,990,000.00	Attachment
'. Third Mortgage Financing	\$1,385,000.00	Attachment 6
3 . Deferred Developer Fee	\$1,200,000.00	
3 . Grants	Apply and the second se	Attachment
0 . HC Equity - Partner's Contribution	\$100.00	Attachment 7
1 . HC Equity Bridge Loan		Attachment
2 . Other:		Attachment
13 . Other:		Attachment
14 . Total Sources	\$26,584,804.00	
C. Construction or Rehab Funding Shortfall: _	(\$258,670.00)	(A positive number here represents a funding shortfall)
A B.14.)		
Each Exhibit must be listed behind its own Tab. DO NOT INCL	UDE ALL EXHIBITS	BEHIND ONE TAB.
Utilize 3. MMRB Requested (Construction) as a funding sou unding that is not from FHFC, utilize 5. First Mortgage Finan		ding from FHFC is to be used. When utilizing bond
PERMANENT ANALYSIS	Amount	Location of Documentation
A. Total Development Costs:	\$26,326,134.00	

PERMANENT ANALYSIS	Amount	Location of Documentation
A. Total Development Costs:	\$26,326,134.00	
B. Permanent Funding Sources: 1. SAIL-Loan Requested	\$7,000,000.00	
2. ELI Loan Funding	\$1,431,800.00	
3. MMRB Requested-(Permanent)	\$0.00	
4 . HC Syndication/HC Equity Proceeds	\$7,823,231.00	
5 . First Mortgage Financing	\$5,100,000.00	Attachment 8
6 . Second Mortgage Financing	\$1,990,000.00	Attachment
7 . Third Mortgage Financing	\$1,385,000.00	Attachment 6
8 . Deferred Developer Fee	\$1,200,000.00	

Last Updated: 9/	15/2014 12:23:26 PM Form Key: 1	1687
9 . Grants		Attachment
10 . HC Equity - Partner's Contribution	\$100.00	Attachment 7
11 . Other: construction period income	\$338,003.00	Attachment
12 . Other: acquired replacement reserves	\$58,000.00	Attachment
13 . Total Sources	\$26,326,134.00	
C. Permanent Funding Shortfall: (A B.13.) Each Exhibit must be listed behind its own Tab. DO NO	shortfa	,

Utilize **3. MMRB Requested (Construction)** as a funding source when MMRB funding from FHFC is to be used. When utilizing bond funding that is not from FHFC, utilize **5. First Mortgage Financing** instead.

EXHIBIT 4B APPLICATION ATTACHMENTS

Response to Florida Housing Finance Corporation RFA 2014-111

September 18, 2014

LANDINGS PORT RICHEY SENIOR HOUSING By

National Church Residences Corporation

National Church Residences

State of Florida Department of State

I certify from the records of this office that LANDINGS PORT RICHEY SENIOR HOUSING LIMITED PARTNERSHIP is a Limited Partnership or Limited Liability Limited Partnership organized under the laws of the State of Florida, filed on January 8, 2014.

The document number of this Limited Partnership is A14000000015.

I further certify said Limited Partnership has paid all filing fees due this office through December 31, 2014, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of August, 2014



Secretary of State

Authentication ID: CU2323877342

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html



(1) Applicant:

Landings Port Richey Senior Housing Limited Partnership

Identity All General Partners

and

Identity All Limited Partners

General Partner of Application & Managing Member of Partnership

National Church Residences Landings

Port Richey FL LLC,

Sole Member and Manager of General Partner: National Church Residences, 501c3 nonprofit

corporation

Principals

Paul Bloomfield/Director Michael Flowers/Director A. Kenneth Pierce/Director Steven Bodkin/President Steven Van Camp, VP

Julie Fratianne, Secretary/Treasurer

Limited Partner of Partnership

NHT Equity, LLC,

Sole Member & Manager of NHT Equity, LLC: NHT Master Investor, LLC

Principals/Directors for NHT Equity, LLC and NHT Master Investor, LLC James A. Bowman/President Lori Little/VP/Secretary Michael Dummermuth/VP Margaret Norris/CFO/Treasurer

Approved FHFC Advance Review 8 21 14

(2) Developer:

National Church Residences, 501c3 nonprofit corporation there are no

shareholders

Principals:

Directors

Lynn Anderson Virginia Barney Paul Bloomfield Eric Borders Jeffrey Copeland

John Terrence Davis, MD

Michael Flowers
Donald Gardiner
Cynthia Gerst
Floyd Jones
Mark McNaughton
Susan DiMickele
James Moats
Gregory Overmyer
A. Kenneth Pierce
Stephen Rish

A. Kenneth Pierce Stephen Rish Allen Rupiper Deborah Russell Donald Russell James Savage Mark Thompson Peter Vogel Robert Walter

Sr. Officers

Thomas W. Slemmer/President & CEO
Steven A Van Camp, SVP/CFO
Mark R. Ricketts, SVP/COO – corporate
Steven Bodkin, SVP/COO – housing
Michelle Norris, SVP/Business Development & Public Policy
David Kayuha, SVP/Corporate Relations Officer
Jeffrey Wolf, SVP/Philanthropy & Communication
Terry Aliton, SVP/Home & Community Services
David Driver, SVP/

State of Florida Department of State

I certify from the records of this office that NATIONAL CHURCH RESIDENCES CORPORATION is an Ohio corporation authorized to transact business in the State of Florida, qualified on March 14, 2008.

The document number of this corporation is F08000001150.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on February 3, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of August, 2014



Ken Diffens Secretary of State

Authentication ID: CU4587305422

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

State of Florida Department of State

I certify from the records of this office that NATIONAL CHURCH RESIDENCES LANDINGS PORT RICHEY FL LLC, is a limited liability company organized under the laws of the State of Florida, filed on September 18, 2013, effective September 18, 2013.

The document number of this company is L13000132081.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on January 9, 2014, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of August, 2014



Secretary of State

Authentication ID: CU5265064354

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

PRIOR DEVELOPMENT EXPERIENCE CHART NAME OF DEVELOPMENT COMPANY WITH REQUIRED EXPERIENCE: NATIONAL CHURCH RESIDENCES

		T		Affordable Housing -source of	Total		Year
Facility Name	City	State	County	financing	Units	LIHTC	Completed
New Towne Village	Leonardtown	MD	St Marys	Tax Exempt BOND	36	Yes	1983
Madison Tower	Madison Heights	МІ	Oakland	Tax Exempt BOND	170	Yes	1975
Antioch Towers Apartments	Cleveland	ОН	Cuyahoga	Tax Exempt BOND	171	Yes	1976
				HUD 202 Capital Advance &			
				HOME Funds & Tax Exempt			
Betmar Village	Atlanta	GA	Fulton	Bonds	48	Yes	2014
Romulus Tower	Romulus	МІ	Wayne	Tax Exempt BOND	126	Yes	1980
Solberg Tower	Madison Heights	MI	Oakland	Tax Exempt BOND	170	Yes	1978
Wayne Tower	Wayne	MI	Wayne	Tax Exempt BOND	154	Yes	1976
				HUD 221(d)(4) Insured Loan &			
Canton Place	Canton	MI	Wayne	Tax Exempt Bonds	118	Yes	1989
Alexian Manor	Elizabeth	NJ	Union	Tax Exempt BOND	75	Yes	1993
Mother Teresa Commons	Bedford Heights	ОН	Cuyahoga	HUD 202 Capital Advance	44	Yes	2013
White Birch Apartments II	Milwaukee	WI	Milwaukee	Tax Exempt BOND	206	Yes	1974
				Tax Exempt BOND & HOME			
Ocean View Senior Apartments	Pacifica	CA	San Mateo	Funds	100	No	1973
Memorial Towers	Phoenix	AZ	Maricopa	HUD 221(d)(4) Insured Loan	153	Yes	1964
Clara Park Village Apartments	Cudahy	CA	Los Angeles	HUD 223(f) Insured Loan	50	Yes	1987
Cypress Sunrise Village							
Apartments	Cypress	CA	Orange	HUD 223(f) Insured Loan		Yes	1988
Pacific Pines	Pacifica	CA	San Mateo	Commerical &HOME Funds	10	Yes	2004
Summerfield Plaza	Sacramento	CA	Sacramento	HUD 221(d)(4) Insured Loan	40	Yes	1985
Wysong Village Apartments	Alhambra	CA	Los Angeles	HUD 223(f) Insured Loan	95	Yes	1984
Garden Park Villa	Canon City	со	Fremont	HUD 223(f) Insured Loan		Yes	1990
Landings of St. Andrew	New Port Richey	FL	Pasco	Commercial	196	Yes	1997
Panola Gardens	Lithonia	GA	DeKalb	Commercial & HOME Funds	85	Yes	2014
Baptist Gardens	Atlanta	GA	Fulton	Other	101	Yes	2012

			T	HUD 221(d)(4) Insured Loan &		I	1
Baptist Towers	Atlanta	GA	Fulton	HOME Funds	300	Yes	1972
Big Bethel Village	Atlanta	GA	Fulton	Commercial	120	Yes	2003
Imperial Hotel	Atlanta	GA	Fulton	Commerical &HOME Funds	90	Yes	1911
				HUD 236 Insured Loan &			
Lakewood Christian Manor	Atlanta	GA	Fulton	HOME Funds	250	Yes	1972
				GA State Housing Finance			
Sister's Court Apartments	Savannah	GA	Chatham	Agency & HOME Funds	78	Yes	1882
Telfair Arms Apartments	Savannah	GA	Chatham	HUD 223(a)(7) Insured Loan	53	Yes	1886
Trinity Towers	Atlanta	GA	Fulton	HUD 221(d)(4) Insured Loan	240	Yes	1975
Coeur d'Alene Senior							
Apartments	Coeur d'Alene	ID	Kootenai	Commerical &HOME Funds	38	Yes	1999
Hayden Crossing	Hayden	ID	Kootenai	Other	30	Yes	2003
Heartland Crossing	Coeur d'Alene	ID	Kootenai	Other	30	Yes	2002
Woodland Crossing	Ponderay	ID	Bonner	Other	40	Yes	2004
Trail's Edge	Fort Wayne	IN	Allen	Commercial & HOME Funds	80	Yes	2005
				HUD 223(a)(7) Insured Loan &			
Colorado Plaza	Manhattan	KS	Riley	HOME Funds	47	Yes	1980
Southwood Gardens	Shreveport	LA	Caddo	Commercial & HOME Funds	96	Yes	1998
Gateway Village	Capitol Heights	MD	Prince Georges	HUD 221(d)(4) Insured Loan	84	Yes	1986
Lakeside Towers	Sterling Heights	MI	Macomb	HUD 221(d)(4) Insured Loan	115	Yes	1981
Park Place of Harper Woods	Harper Woods	MI	Wayne	HUD 221(d)(4) Insured Loan	132	Yes	1985
				HUD 221(d)(4) Insured Loan &			
laycee Fairgrounds Village	St Charles	МО	St Charles	HOME Funds	135	Yes	1983
Roosevelt Towne Apartments	St. Louis	МО	Saint Louis City	HUD 221(d)(4) Insured Loan	154	Yes	1928
				HUD 221(d)(4) Insured Loan &			
Battery Park Senior Apartments	Asheville	NC	Buncombe	HOME Funds	122		1923
Vanderbilt Apartments	Asheville	NC	Buncombe	Other & Home Funds	123	Yes	1920
Summit View Place	Niagara Falls	NY	Niagara	Commerical & HOME Funds	77	Yes	2006
Commons at Garden Lake	Toledo	ОН	Lucas	Commerical &HOME Funds	75	Yes	2015

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Dublin	ОН	Franklin	Commercial & HOME Funds	160	Yes	1995
Columbus	ОН	Franklin	Commercial & HOME Funds	28	Yes	1994
Toledo	ОН	Lucas	HUD 223(f) Insured Loan	51	Yes	1983
			HUD 231 Insured Loan &			
Dublin	ОН	Franklin	HOME Funds	100	Yes	2012
Waverly	ОН	Pike	USDA 538 & HOME Funds	82	Yes	1979
			HUD 223(a)(7) Insured Loan &			
Blacklick	ОН	Franklin	HOME Funds	75	Yes	2004
Columbus	ОН	Franklin	Commercial & HOME Funds	100	Yes	2010
Columbus	ОН	Franklin	Commercial & HOME Funds	100	Yes	2006
Columbus	ОН	Franklin	Commerical &HOME Funds	100	Yes	2003
Columbus	ОН	Franklin	Commerical &HOME Funds	50	Yes	2011
Columbus	ОН	Franklin	Commerical & HOME Funds	50	Yes	2013
Columbus	он	Franklin	OHIO State Housing Finance Agency Funds & HOME Funds	100	Yes	2012
			1			
Hilliard	ОН	Franklin		96	Yes	1998
			1			
Middletown						1990
Sandusky	ОН	Erie	HUD 223(f) Insured Loan	100	Yes	1980
				40	V	1005
						1906
Columbus						2001
Columbus	ОН	Franklin		100	Yes	2004
			1			
Cleveland	ОН	Cuyahoga				1970
Findlay	ОН	Hancock	TCAP	45	Yes	1984
Columbus	ОН	Franklin	OH Housing Finance Agency TCAP & HOME Funds	100	Yes	1957
Legianipas	1011		1		1	2000
	Columbus Toledo Dublin Waverly Blacklick Columbus Cileveland Columbus Columbus Columbus	Columbus OH Toledo OH Dublin OH Waverly OH Blacklick OH Columbus OH Cleveland OH Columbus OH Columbus OH Columbus OH Columbus OH Columbus OH	Columbus Toledo OH Lucas Dublin OH Franklin Waverly OH Pike Blacklick OH Franklin Columbus OH Franklin Columbus OH Franklin Columbus OH Franklin Columbus OH Franklin Columbus OH Franklin Columbus OH Franklin Columbus OH Franklin Columbus OH Franklin Middletown OH Butler Sandusky OH Erie Cleveland OH Cuyahoga Columbus OH Franklin Columbus OH Franklin Cleveland OH Cuyahoga Findlay OH Cuyahoga	Columbus OH Franklin Commercial & HOME Funds Toledo OH Lucas HUD 223(f) Insured Loan HUD 231 Insured Loan & HUD 233(a)(7) Insured Loan & HUD 223(a)(7) Insured Loan & HOME Funds Columbus OH Franklin Commercial & HOME Funds OHIO State Housing Finance Agency Funds & HOME Funds HUD 221(d)(4) Insured Loan & HOME Funds HUD 221(d)(4) Insured Loan & HOME Funds Sandusky OH Erie HUD 223(f) Insured Loan Columbus OH Cuyahoga Other & Home Funds Columbus OH Franklin Commercial & HOME Funds Columbus OH Franklin Commercial & HOME Funds HUD 223(f) Insured Loan Columbus OH Franklin Commercial & HOME Funds	Columbus OH Franklin Commercial & HOME Funds 28 Toledo OH Lucas HUD 223(f) Insured Loan 51 HUD 231 Insured Loan & HUD 231 Insured Loan & HUD 231 Insured Loan & HOME Funds 100 Waverly OH Pike USDA 538 & HOME Funds 82 HUD 223(a)(7) Insured Loan & HOME Funds 75 Columbus OH Franklin Commercial & HOME Funds 100 Columbus OH Franklin Commercial & HOME Funds 100 Columbus OH Franklin Commercial & HOME Funds 100 Columbus OH Franklin Commercial & HOME Funds 50 Columbus OH Franklin HOME Funds 96 HUD 221(d)(4) Insured Loan & HOME Funds 96 HUD 221(d)(4) Insured Loan & HOME Funds 96 Columbus OH Erie HUD 223(f) Insured Loan 100 Cleveland OH Cuyahoga Other & Home Funds 49 Columbus OH Franklin Commercial & HOME Funds 100 Columbus OH Franklin Other & Home Funds 100 Columbus OH Hund 221(d)(4) Insured Loan & HUD 2	Columbus OH Franklin Commercial & HOME Funds 28 Yes Toledo OH Lucas HUD 223(f) Insured Loan 51 Yes HUD 231 Insured Loan & 100 Yes Waverly OH Pike USDA 538 & HOME Funds 82 Yes Blacklick OH Franklin Commercial & HOME Funds 75 Yes Columbus OH Franklin Commercial & HOME Funds 100 Yes Columbus OH Franklin Commercial & HOME Funds 100 Yes Columbus OH Franklin Commercial & HOME Funds 100 Yes Columbus OH Franklin Commercial & HOME Funds 100 Yes Columbus OH Franklin Commercial & HOME Funds 50 Yes Columbus OH Franklin Commercial & HOME Funds 50 Yes Columbus OH Franklin Commercial & HOME Funds 50 Yes Columbus OH Franklin Commercial & HOME Funds 50 Yes Columbus OH Franklin HUD 221(d)(4) Insured Loan & HOME Funds 40 Yes Sandusky OH Erie HUD 223(f) Insured Loan 100 Yes Cleveland OH Cuyahoga Other & Home Funds 49 Yes Columbus OH Franklin Commercial & HOME Funds 100 Yes Columbus OH Franklin Commercial & HOME Funds 100 Yes Cleveland OH Cuyahoga Other & Home Funds 100 Yes Cleveland OH Cuyahoga HOME Funds 147 Yes Findlay OH Hancock TCAP 45 Yes

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Meadowview Village			1				
Apartments	Mt. Sterling	ОН	Madison	HUD 221(d)(4) Insured Loan	40	Yes	1984
				OH Housing Finance Agency &			
Ravine at Central College	Westerville	он	Franklin	HOME Funds	75	Yes	2004
				OH State Housing Finance			
Ravine at Central College II	Westerville	ОН	Franklin	Agency & HOME Funds	30	Yes	2007
Renaissance Senior Apartments	Toledo	он	Lucas	OH TCAP & HOME Funds	55	Yes	1892
Tods Crossing	Warren	ОН	Trumbull	OH TCAP & HOME Funds	64	Yes	1998
Tods Crossing II	Warren	ОН	Trumbuli	Commercial & HOME Funds	64	Yes	2001
Trinity Manor	Middletown	ОН	Butler	HUD 223(f) Insured Loan	91	Yes	1980
Viewpoint Apartments	Sandusky -	ОН	Erie	Other & Home Funds	117	Yes	1967
Woods on Country Club Road	Whitehall	он	Franklin	Commercial & HOME Funds	41	Yes	2000
Chimes Terrace TC	Johnstown	ОН	Licking	HUD 221(d)(4) Insured Loan	36	Yes	1982
				PRFHA State Housing Finance			
Santiago Fajardo Village	Fajardo	PR	Fajardo	Agency	60	Yes	1985
				PRHFA State Housing Finance			
Villa Esperanza	Carolina	PR	Carolina	Agency	100	Yes	1987
				PRFHA State Housing Finance			
Villa Providencia	Guaynabo	PR	Guaynabo	Agency	75	Yes	1988
Blessing Court	Bedford	TX	Tarrant	HUD 221(d)(4) Insured Loan	104	Yes	1992
Eden Place	Seguin	TX	Guadalupe	Other	60	Yes	2003
Magnolia Acres	Angleton	TX	Brazoria	HUD 221(d)(4) Insured Loan	67	Yes	1986
				HUD 223(f) Insured Loan &			
Nueces Bend	San Antonio	TX	Bexar	HOME Funds	51	Yes	2000
				HUD 223(f) Insured Loan &			
Parkview Place	Huntsville	TX	Walker	HOME Funds		Yes	1986
Prairie Village	El Campo	TX	Wharton	Commercial		Yes	1989
East Valley Crossing	Veradale	WA	Spokane	Commerical &HOME Funds		Yes	2002
Sprague Crossing	Spokane	WA	Spokane	Commerical &HOME Funds		Yes	2002
Tschirley Crossing	Greenacres	WA	Spokane	Other & Home Funds	26	Yes	2003

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Tschirley Crossing II	Greenacres	WA	Spokane	Commercial	38	Yes	2004
Courtyard at Willow Woods	Tomah	WI	Monroe	HUD 221(d)(3) Insured Loan	72	Yes	1974
				WI State Housing Finance			
Maplewood Commons	Fond du Lac	WI	Fond du Lac	Agency & HOME Funds	82	Yes	1972
Villas of Combined Locks	Combined Locks	WI	Outagamie	Commercial & HOME Funds	24	Yes	2007
White Birch Apartments	Milwaukee	WI	Milwaukee	State Housing Finance Agency	151	Yes	1972
Ecumenical Village	West Memphis	AR	Crittenden	HUD 223(f) Insured Loan	68	No	1984
Ingram Court	West Memphis	AR	Crittenden	HUD 202 Capital Advance	52	No	1998
Eagle Tail Village	Buckeye	AZ	Maricopa	HUD 202 Direct Loan	46	No	1991
Hassayampa Village	Wickenburg	AZ	Maricopa	HUD 202 Direct Loan	40	No	1989
Kachina Place	Glendale	AZ	Maricopa	HUD 202 Direct Loan	40	No	1984
				HUD 202 Capital Advance &			
Mountain Trace Terrace	Tucson	AZ	Pima	HOME Funds	64	No	2008
Tuzigoot Village	Cottonwood	AZ	Yavapai	HUD 202 Direct Loan	31	No	1989
				HUD 221(d)(4) Insured Loan &			
Superior Arboretum	Superior	AZ	Pinal	HOME Funds	42	No	1990
Burke Manor	Alhambra	CA	Los Angeles	HUD 202 Capital Advance	75	No	1994
Vista Aliso	Laguna Beach	CA	Orange	HUD 223(f) Insured Loan	71	No	1988
				HUD 202 Capital Advance &			
Aspen Place	Aurora	co	Arapahoe	HOME Funds	58	No	2001
Harboursite	Stamford	СТ	Fairfield	HUD 223(f) Insured Loan	77	No	1986
Cedar Oaks	Holly Hill	FL	Volusia	HUD 202 Capital Advance	44	No	1993
Courtney	Palmetto	FL	Manatee	HUD 202 Capital Advance	72	No	1996
Fair Havens Village	Sebring	FL	Highlands	HUD 223(f) Insured Loan		No	1985
Franklin House	Eustis	FL	Lake	HUD 223(f) Insured Loan		No	1989
Grove City Manor	Grove City	FL	Charlotte	HUD 223(f) Insured Loan	101		1980
Highlands Manor	Daytona Beach	FL	Volusia	HUD 202 Capital Advance	63	No	1996
Palm Harbor Apartments	N. Fort Myers	FL	Lee	HUD 202 Capital Advance		No	1993
Palm Springs Villa	Hialeah	FL	Miami-Dade	HUD 223(f) Insured Loan		No	1989
PSI Mandarin Center	Jacksonville	FL	Duval	HUD 223(f) Insured Loan	80	No	1983

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		l		HUD 202 Capital Advance &			
Reserve at Indian Hill	Orlando	FL	Orange	HOME Funds	70	No	2003
Sandpiper Run	Fort Myers	FL	Lee	HUD 202 Capital Advance	60	No	1998
				HUD 202 Capital Advance &			
Prairie Run	Coeur d'Alene	ID	Kootenai	HOME Funds	22	No	2001
Ashgrove Crossing	Muncie	IN	Delaware	HUD 202 Capital Advance	60	No	2001
Dogwood Terrace	Richmond	IN	Wayne	HUD 202 Capital Advance	33	No	1997
Georgetown Station	Indianapolis	IN	Marion	HUD 202 Capital Advance	50	No	2002
Green Park Terrace	Indianapolis	IN	Marion	HUD 202 Capital Advance	54	No	1997
Hickory Grove	Indianapolis	IN	Marion	HUD 202 Capital Advance	50	No	1999
Rosewood Terrace	Richmond	IN	Wayne	HUD 223(f) Insured Loan	57	No	1992
Village at White River	Anderson	IN	Madison	HUD 202 Capital Advance	45	No	2000
Cedar Square	Ottawa	KS	Franklin	HUD 202 Direct Loan	49	No	1986
Garden Grove	Manhattan	KS	Riley	HUD 202 Direct Loan	35	No	1988
Garden Grove II	Manhattan	KS	Riley	HUD 202 Capital Advance	27	No	2004
				HUD Insured Risk Share &			
Pecan Villa	Ruston	LA	Lincoln	HOME FUNDS	61	No	1983
Southwood Square	Shreveport	LA	Caddo	HUD 202 Capital Advance	57	No	2008
Clark East Tower	Ypsilanti	MI	Washtenaw	HUD 223(a)(7) Insured Loan	200	No	1979
Clinton Place	Mount Clemens	МІ	Macomb	HUD 223(a)(7) Insured Loan	283	No	1981
Columbia Court	Belleville	MI	Wayne	HUD 202 Direct Loan	108	No	1986
Lakeside Villa	Sterling Heights	MI	Macomb	HUD 202 Capital Advance	55	No	2008
Meadow Creek Village	Auburn Hills	MI	Oakland	HUD 202 Capital Advance	60	No	1995
Spring Valley Crossing	Kalamazoo	МІ	Kalamazoo	HUD 202 Capital Advance	56	No	1999
Chouteau Village	Kansas City	МО	Clay	HUD 202 Capital Advance	59	No	2005
Church Street Village	Saint Peters	МО	Saint Charles	HUD 202 Capital Advance	58	No	2001
Crossroads Court	Dexter	МО	Stoddard	HUD 223(f) Insured Loan	40	No	1989
Friendship Manor	Blue Springs	МО	Jackson	HUD 223(a)(7) Insured Loan	60	No	1979
Grace Gardens	O'Fallon	МО	St Charles	HUD 223(f) Insured Loan	50	No	1985
Jaycee Terrace	St Charles	МО	St Charles	HUD 202 Capital Advance	43	No	1996
National Church Residences		1					
Telegraph Road	St. Louis	МО	St. Louis	HUD 202 Capital Advance	45	No	2014

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Summit Terrace	Doniphan	МО	Ripley	HUD 223(f) Insured Loan	36	No	1987
Woods Chapel Lodge	Blue Springs	МО	Jackson	HUD 223(f) Insured Loan	56	No	1986
Boardtown Village	Starkville	MS	Oktibbeha	HUD 202 Direct Loan	60	No	1985
Gateway Commons	Columbus	MS	Lowndes	HUD 202 Capital Advance	40	No	1994
Clinton Courtyard	Clinton	NC	Sampson	HUD 202 Capital Advance	42	No	2006
Clinton Crossing	Clinton	NC	Sampson	HUD 223(a)(7) Insured Loan	32	No	1979
Cotton Street Commons	Monroe	NC	Union	HUD 223(a)(7) Insured Loan	72	No	1980
Gregg Court Apartments	Rocky Mount	NC	Nash	HUD 221(d)(3) Insured Loan	72	No	1980
Midland Commons	Charlotte	NC	Mecklenburg	HUD 223(a)(7) Insured Loan	60	No	1980
Clymer Village	Phillipsburg	NJ	Warren	HUD 202 Direct Loan	82	No	1987
Coles Landing	Haddonfield	NJ	Camden	HUD 202 Capital Advance	58	No	1998
				HUD 202 Capital Advance &			
Jefferson Chase	Oak Ridge	NJ	Morris	HOME Funds	50	No	2005
Kinder Towers	Bloomfield	NJ	Essex	HUD 202 Direct Loan	100	No	1986
Oak Creek Village	East Brunswick	NJ	Middlesex	HUD 202 Direct Loan	80	No	1992
				HUD 202 Capital Advance &			
Oak Creek Village II	East Brunswick	NJ	Middlesex	HOME Funds	40	No	2007
				HUD 202 Capital Advance &			
South River Landing	South River	NJ	Middlesex	HOME Funds	75	No	2005
Spruce Terrace	Kearny	NJ	Hudson	HUD 202 Capital Advance	75	No	1994
Willett Manor	South River	NJ	Middlesex	HUD 202 Direct Loan	75	No	1992
				HUD 202 Capital Advance &			
Woodland Valley	West Orange	NJ	Essex	HOME Funds	58	No	1997
Autumn Grove	Victor	NY	Ontario	HUD 223(f) Insured Loan	50	No	1990
Castle Hill	Castleton on Hudson	NY	Rensselaer	HUD 223(f) Insured Loan	41	No	1991
Crestview Terrace	Warsaw	NY	Wyoming	HUD 223(f) Insured Loan	36	No	1984
Doubleday Woods	Ballston Spa	NY	Saratoga	HUD 223(f) Insured Loan	96	No	1984
Fairmount Gardens	Camillus	NY	Onondaga	HUD 223(f) Insured Loan	44	No	1986
Grace View Manor	Norwich	NY	Chenango	HUD 202 Direct Loan	1	No	1985
Greenport Manor	Hudson	NY	Columbia	HUD 223(f) Insured Loan	40	No	1985
Keeseville Country Gardens	Keeseville	NY	Clinton	HUD 223(f) Insured Loan	50	No	1980
Lyons Manor	Lyons	NY	Wayne	HUD 223(f) Insured Loan	39	No	1985

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Quarry Ridge	Massillon	ОН	Stark	HUD 202 Capital Advance	55	No	1998
Diagram to a Dating							
Riverview Retirement Center	Portsmouth	ОН	Scioto	HUD 202 Direct Loan	106	No	1979
				HUD 202 Capital Advance &			
Stoneridge Court	Dublin	ОН	Franklin	HOME Funds		No	2003
Stygler Commons	Gahanna	ОН	Franklin	HUD 202 Direct Loan		No	1990
Stygler Village	Gahanna	ОН	Franklin	HUD 221(d)(3) Insured Loan	150		1977
Walnut Creek Village	Baltimore	ОН	Fairfield	HUD 202 Direct Loan	41	No	1981
Wapakoneta Village	Wapakoneta	OH.	Auglaize	HUD 202 Direct Loan	41	No	1982
White Oak Village	Wadsworth	ОН	Medina	HUD 202 Capital Advance	52	No	2001
				HUD 202 Capital Advance &			
Woods at Central College	Westerville	он	Franklin	HOME Funds	40	No	1997
Woodview Court	Hilliard	ОН	Franklin	HUD 202 Capital Advance	60	No	1996
Zane Trace Village	Zanesville	ОН	Muskingum	HUD 223(f) Insured Loan	36	No	1991
Chimes Terrace AL	Johnstown	ОН	Licking	Commercial	24	No	1982
Apple Blossom Place	Erie	PA	Erie	HUD 202 Capital Advance	50	No	1999
Beechtree Commons	Verona	PA	Allegheny	HUD 202 Capital Advance	60	No	2002
Beechtree Commons II	Verona	PA	Allegheny	HUD 202 Capital Advance	40	No	2013
Buchanan Manor	Wheatland	PA	Mercer	HUD 223(f) Insured Loan	40	No	1986
Decatur Village	Philipsburg	PA	Clearfield	HUD 223(f) Insured Loan	43	No	1988
Derry Station	Derry	PA	Westmoreland	HUD 202 Direct Loan	40	No	1986
Eastlake Woods	Erie	PA	Erie	HUD 202 Capital Advance	40	No	2005
Elliott Heights	Pittsburgh	PA	Allegheny	HUD 202 Capital Advance	44	No	1998
				HUD 202 Capital Advance &			
Gable Ridge Apartments	Wilkinsburg	PA	Allegheny	HOME Funds	50	No	2000
Kearsarge Place	Erie	PA	Erie	HUD 223(f) Insured Loan	40	No	1992
				HUD 202 Capital Advance &			
Laurel Highlands Village	Latrobe	PA	Westmoreland	HOME Funds	45	No	2007
Neshannock Woods	New Castle	PA	Lawrence	HUD 223(f) Insured Loan	81	No	1983
Parkside Manor	Pittsburgh	PA	Allegheny	HUD 202 Direct Loan	77	No	1983
Ridgeview Apartments	Mt. Pleasant	PA	Westmoreland	HUD 223(f) Insured Loan	58	No	1984
Riverview Manor	Pittsburgh	PA	Allegheny	HUD 223(f) Insured Loan	99	No	1983

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Shaler Oaks	Pittsburgh	PA	Allegheny	HUD 223(f) Insured Loan	49	No	1990
Sharpsburg Towers	Pittsburgh	PA	Allegheny	HUD 223(f) Insured Loan	103	No	1980
Willowbrook Crossing	Rock Hill	SC	York	HUD 202 Capital Advance	2 Capital Advance 50 No		2006
Chateau Maurice	Paris	TN	Henry	HUD 223(f) Insured Loan	223(f) Insured Loan 40 No		1987
Kiwanis Towers	Kingsport	TN	Sullivan	HUD 223(f) Insured Loan	95	No	1982
				HUD 202 Capital Advance &			
Newberry Heights	Memphis	TN	Shelby	HOME Funds	50	No	2007
Pecan Grove	Bolivar	TN	Hardeman	HUD 223(f) Insured Loan	40	No	1989
Balcones Haus	New Braunfels	TX	Comal	HUD 202 Direct Loan	39	No	1988
Bayou Glen	Houston	TX	Harris	HUD 202 Capital Advance	44	No	2009
				HUD 202 Capital Advance &			
Brook Oaks Senior Residences	Waco	TX	McLennan	HOME Funds	55	No	2008
				HUD 202 Capital Advance &			
Cobblestone Court	Austin	TX	Travis	HOME Funds	69	No	2000
Courtyard at King's Dominion	Lubbock	TX	Lubbock	HUD 202 Capital Advance	66	No	2013
Eastpointe Station	Garland	TX	Dallas	HUD 202 Capital Advance		No	2007
Eberhart Place	Austin	TX	Travis	HUD 202 Direct Loan	38	No	1991
Evening Star Villa	Houston	TX	Harris	HUD 202 Capital Advance	62	No	1996
				HUD 202 Capital Advance &			
Frio Crossing at Two Rivers Place	San Antonio	TX	Bexar	HOME Funds	68	No	2000
Lennox House	Grand Prairie	TX	Dallas	HUD 202 Capital Advance	40	No	1950
Lincoln Ridge	Cleburne	TX	Johnson	HUD 202 Direct Loan	29	No	1992
Morning Star Apartments	Wharton	TX	Wharton	HUD 202 Direct Loan	40	No	1990
Oak Bluff Village	Columbus	TX	Colorado	HUD 202 Direct Loan	39	No	1989
Oleander Commons	Houston	TX	Harris	HUD 202 Capital Advance		No	2002
Plateau Ridge	Cleburne	TX	Johnson	HUD 202 Direct Loan	49	No	1989
Sandstone Foothills	Mineral Wells	TX	Palo Pinto	HUD 202 Direct Loan	40	No	1990
Tejas Cove	Bay City	TX	Matagorda	HUD 202 Capital Advance	61	No	1995
Maple Village	Rutland	VT	Rutland	HUD 223(f) Insured Loan	36	No	1985
Village Manor	Pittsford	VT	Rutland	HUD 223(f) Insured Loan	30	No	1984
Deer Park Crossing	Deer Park	WA	Spokane	HUD 202 Capital Advance	25	No.	2007

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Mabess Manor	Campbellsport	WI	VI Fond du Lac HUD 221(d)(3) Insured Loan		24	No	1975
Mount Pleasant Manor	Racine	WI	1 Racine HUD 236 Insured Loan		79	No	1974
Rock View Apartments	Jefferson	WI	Jefferson	HUD 236 Insured Loan	20	No	1973
Ceredo Manor	Ceredo	W۷	Wayne HUD 202 Direct Loan		105	No	1980
Rivermont Family Homes	Montgomery	W۷	Kanawha	Kanawha HUD 221(d)(3) Insured Loan		No	1970
Rivermont Presbyterian Homes	Montgomery	wv	Fayette	HUD 223(f) Insured Loan	91	No	1983
Twin Oaks Plaza	Oak Hill	WV	Fayette	HUD 202 Direct Loan	60	No	1985

Prior General Management Experience Chart

Name of Mangement Company with Required Experience: NATIONAL CHURCH RESIDENCES

Facility Name	City	State	Cursontly Managing	Length of Time	Total Units
Antioch Towers Apartments	Cleveland	OH	Currently Managing Yes	Managed	
Madison Tower	Madison Heights	MI	Yes	1	171
New Towne Village	Leonardtown	MD	Yes	32	
Romulus Tower	Romulus				
		MI	Yes	7	
Solberg Tower	Madison Heights	MI	Yes		
Wayne Tower	Wayne	MI	Yes	7	154
Alexian Manor	Elizabeth	NJ	Yes		
White Birch Apartments II	Milwaukee	WI	Yes	10	
Ocean View Senior Apartments	Pacifica	CA	Yes	14	100
				9 months new	
Betmar Village	Atlanta	GA	Yes	construction	48
				9 months new	
Mother Teresa Commons	Bedford Heights	ОН	Yes	construction	44
Abbey Church Village	Dublin	ОН	Yes	20	160
Agsten Manor	Charleston	WV	Yes	34	103
Alexian Court	St. Louis	МО	Yes	13	109
Alpha Towers	Toledo	ОН	Yes	1 month	165
Apple Blossom Place	Erie	PA	Yes	15	50
Argus Court	Columbus	ОН	Yes	12	25
Argus Green	Columbus	ОН	Yes	20	28
Arlington by the Lake	Toledo	ОН	Yes	16	51
Ashgrove Crossing	Muncie	IN	Yes	13	60
Aspen Place	Aurora	со	Yes	10	58
Austin Manor	Delaware	ОН	Yes	24	60
Autumn Grove	Victor	NY	Yes	12	50
Avondale Senior Village	Dublin	ОН	Yes	2	100
Balcones Haus	New Braunfels	TX	Yes	12	39
Baptist Gardens	Atlanta	GA	Yes	2	101
Baptist Towers	Atlanta	GA	Yes	7	300
Barnesville Manor	Barnesville	ОН	Yes	12	52
Battery Park Senior Apartments	Asheville	NC	Yes	11	122
Bayou Glen	Houston	TX	Yes	8	44

Tax Exempt Bond Proj & LIHTC
Tax Exempt Bonds

Tax Exempt Bond Proj & LIHTC

Tax Exempt Bond Proj & LIHTC

Beechtree Commons	Verona	PA	Yes	12	60
Beechtree Commons II	Verona	PA	Yes	3	40
Big Bethel Village	Atlanta	GA	Yes	5 months	120
Bishop T. Garrott Benjamin Jr. Senior Living					
Center	Indianapolis	IN	Yes	6	50
Blanchard House	Findlay	ОН	Yes	12	37
Blessing Court	Bedford	TX	Yes	21	104
Boardtown Village	Starkville	MS	Yes	23	60
Bridgeport Manor	Bridgeport	ОН	Yes	12	52
Bristol Court Apartments	Waverly	ОН	Yes	29	82
Brook Oaks Senior Residences	Waco	TX	Yes	6	55
Brooks Manor	Charleston	W۷	Yes	23	57
Bryn Mawr Glen	Ravenna	ОН	Yes	12	51
Buchanan Manor	Wheatland	PA	Yes	12	40
Burke Manor	Alhambra	CA	Yes	10	75
Castle Hill	Castleton on Hudson	NY	Yes	10	41
Cedar Oaks	Holly Hill	FL	Yes	10	44
Cedar Square	Ottawa	KS	Yes	10	49
Ceredo Manor	Ceredo	WV	Yes	10	105
Chambers Bridge Residence	Brick	NJ	Yes	14	184
Chateau Maurice	Paris	TN	Yes	10	40
Cherry Blossom	Columbus	ОН	Yes	20	55
Chestnut Grove	Blacklick	ОН	Yes	12	75
Chestnut Hill	Toledo	ОН	Yes	4	40
Chestnut House	Blacklick	ОН	Yes	9	46
Chouteau Village	Kansas City	МО	Yes	9	59
Church Street Village	Saint Peters	МО	Yes	13	58
Clara Park Village Apartments	Cudahy	CA	Yes	9	50
Clark East Tower	Ypsilanti	MI	Yes	6	200
Clinton Courtyard	Clinton	NC	Yes	9	42
Clinton Crossing	Clinton	NC	Yes	12	32
Clinton Place	Mount Clemens	MI	Yes	1	283
Clymer Village	Phillipsburg	NJ	Yes	10	82
Cobblestone Court	Austin	TX	Yes	15	69
Coeur d'Alene Senior Apartments	Coeur d'Alene	ID	Yes	13	38
Coles Landing	Haddonfield	NJ	Yes	16	58
Colman Court	Cleveland	ОН	Yes	10	33

Colorado Plaza	Manhattan	KS	Yes	12	47
Columbia Court	Belleville	Mi	Yes	10	108
Commons at Buckingham	Columbus	ОН	Yes	4	100
Commons at Chantry	Columbus	ОН	Yes	12	100
Commons at Grant	Columbus	ОН	Yes	11	100
Commons at Livingston	Columbus	ОН	Yes	4	50
Commons at Livingston II	Columbus	ОН	Yes	2	50
Commons at Third	Columbus	ОН	Yes	2	100
Cotton Street Commons	Monroe	NC	Yes	12	72
Country Ridge	Hilliard	ОН	Yes	16	96
Courtney	Palmetto	FL	Yes	10	72
Courtyard at King's Dominion	Lubbock	TX	Yes	1	66
Courtyard at Willow Woods	Tomah	WI	Yes	11	72
Crestview Terrace	Warsaw	NY	Yes	16	36
Crossroads Court	Dexter	МО	Yes	12	40
Cypress Sunrise Village Apartments	Cypress	CA	Yes	. 8	75
Deaconess Tower	Southgate	MI	Yes	20	151
Decatur Village	Philipsburg	PA	Yes	12	43
Deer Park Crossing	Deer Park	WA	Yes	7	25
Derry Station	Derry	PA	Yes	12	40
Dogwood Terrace	Richmond	IN	Yes	16	33
Doubleday Woods	Ballston Spa	NY	Yes	23	96
Dublin House	Middletown	он	Yes	10	40
Eagle Tail Village	Buckeye	AZ	Yes	10	46
East Valley Crossing	Veradale	WA	Yes	12	50
Eastlake Woods	Erie	PA	Yes	7	40
Eastpointe Station	Garland	TX	Yes	7	56
Eberhart Place	Austin	TX	Yes	12	38
Ecumenical Village	West Memphis	AR	Yes	10	68
Eden Cross Apartments	Seguin	TX	Yes	12	50
Eden Manor	Detroit	MI	Yes	16	65
Eden Place	Seguin	TX	Yes	12	60
Edgeview Square Apartments	Harrisville	W۷	Yes	23	24
Edgewood Village	Richwood	w۷	Yes	23	34
Elk Riverview Terrace Apartments	Webster Springs	wv	Yes	23	36
Elliott Heights	Pittsburgh	PA	Yes	12	44
Evangelical Manor	Detroit	MI	Yes	23	65

Evening Star Villa	Houston	TX	Yes	12	62
Fair Havens Village	Sebring	FL	Yes	12	80
Fairmount Gardens	Camillus	NY	Yes	16	
Franklin House	Eustis	FL	Yes	10	46
Friendship Manor	Blue Springs	MO	Yes	5	60
Frio Crossing at Two Rivers Place	San Antonio	TX	Yes	10	68
Gable Ridge Apartments	Wilkinsburg	PA	Yes	12	50
Garden Grove	Manhattan	KS	Yes	16	35
Garden Grove II	Manhattan	KS	Yes	10	27
Garden Park Villa	Canon City	co	Yes	12	50
Gateway Commons	Columbus	MS	Yes	10	40
Gateway Village	Capitol Heights	MD	Yes	10	84
Georgetown Station	Indianapolis	IN	Yes	12	50
Grace Gardens	O'Fallon	МО	Yes	- 12	50
Grace View Manor	Norwich	NY	Yes	3	40
Grand Haven Commons	Reynoldsburg	ОН	Yes	12	50
Grand Place	Dayton	ОН	Yes	1	70
Green Park Terrace	Indianapolis	IN	Yes	12	54
Greenport Manor	Hudson	NY	Yes	16	40
Gregg Court Apartments	Rocky Mount	NC	Yes	12	72
Grove City Manor	Grove City	FL	Yes	10	101
Harborview	Sandusky	ОН	Yes	7	100
Harboursite	Stamford	СТ	Yes	16	77
Harvard Village Senior Apartments	Cleveland	ОН	Yes	12	49
Hassayampa Village	Wickenburg	AZ	Yes	12	40
Hayden Crossing	Hayden	ID	Yes	12	30
Heartland Christian Tower	Nashville	TN	Yes	8	58
Heartland Crossing	Coeur d'Alene	ID	Yes	12	30
Hickory Grove	Indianapolis	IN	Yes	15	50
Highlands Manor	Daytona Beach	FL	Yes	10	63
Hilltop Senior Village	Columbus	ОН	Yes	12	100
Hilltop Senior Village II	Columbus	ОН	Yes	9	100
Hoover Cottages	Dayton	ОН	Yes	1	18
Hoover Place	Dayton	ОН	Yes	1	144
Hopeton Terrace	Chillicothe	ОН	Yes	12	46
Hopeton Village	Chillicothe	ОН	Yes	12	109
Huffman Place	Dayton	ОН	Yes	1	86

Imperial Hotel	Atlanta	GA	Yes	3	90
InCare Suites	Columbus	ОН	Yes	4	40
Indian Lake Villa	Russells Point	ОН	Yes	12	51
Ingram Court	West Memphis	AR	Yes	10	52
Island Parkway Manor	Defiance	ОН	Yes	27	45
Jackson-Peoples Senior Living Center	Indianapolis	IN	Yes	9	50
Jaycee Fairgrounds Village	St Charles	МО	Yes	9	135
Jaycee Terrace	St Charles	МО	Yes	10	43
Jefferson Chase	Oak Ridge	NJ	Yes	9	50
John L. Glenn Residential Center	Nashville	TN	Yes	8	48
Kachina Place	Glendale	AZ	Yes	12	40
Kearsarge Place	Erie	PA	Yes	12	40
Keeseville Country Gardens	Keeseville	NY	Yes	10	50
Ken-Mar Apartments	Martinsville	IN	Yes	9	101
Kinder Towers	Bloomfield	NJ	Yes	10	100
Kirby Manor of Villa St. Rose	Cleveland	ОН	Yes	9	147
Kiwanis Towers	Kingsport	TN	Yes	12	95
Kiwanis Village	Findlay	ОН	Yes	28	45
La Vista Apartments	San Marcos	TX	Yes	9	201
Lakeside Towers	Sterling Heights	MI	Yes	13	115
Lakeside Villa	Sterling Heights	MI	Yes	7	55
Lakewood Christian Manor	Atlanta	GA	Yes	13	250
Landings of St. Andrew	New Port Richey	FL	Yes	14	196
Laurel Highlands Village	Latrobe	PA	Yes	7	45
Lennox House	Grand Prairie	TX	Yes	12	40
Lincoln Gardens	Columbus	ОН	Yes	16	100
Lincoln Ridge	Cleburne	TX	Yes	10	29
Lofts at Hoover	Dayton	ОН	Yes	1	40
Lyons Gardens	Austin	TX	Yes	10	54
Lyons Manor	Lyons	NY	Yes	27	39
Lyons Place	Dayton	ОН	Yes	1	67
Mabess Manor	Campbellsport	ŴΙ	Yes	11	24
Madison Manor	Madison Heights	Mi	Yes	23	81
Magnolia Acres	Angleton	TX	Yes	10	67
Maplewood Commons	Fond du Lac	WI	Yes	10	82
Marvin Gardens	Dayton	ОН	Yes	1	25
Mayfield Village	Middletown	ОН	Yes	12	60
					

McHenry House	Cincinnati	ОН	Yes	7 9	44
McKendree Arbors at Springfield	Springfield	TN	Yes	8	56
McKendree Lambuth at Gallatin	Gallatin	TN	Yes	8	
McKendree Oaks at Savannah	Savannah	TN	Yes	8	23
McKendree Oaks at Savannah II	Savannah	TN	Yes	8	18
McPherson Woods	Mansfield	ОН	Yes	13	50
Meadow Creek Village	Auburn Hills	MI	Yes	13	60
Meadowview Village Apartments	Mt. Sterling	ОН	Yes	9	40
Memorial Towers	Phoenix	AZ	Yes	9	153
Midland Commons	Charlotte	NC NC	Yes	12	60
Morning Star Apartments	Wharton	TX	Yes	10	
Mother Teresa Manor	Bedford Heights	ОН	Yes	8	55
Mount Pleasant Manor	Racine	WI	Yes	16	79
Mountain Terrace Apartments	Whitesville	WV	Yes	10	35
Mountain Trace Terrace	Tucson	AZ	Yes	6	64
Mountainview Commons	Granville	NY	Yes	10	
Wiodinative W Commons	- Cromme			2 months just	
 National Church Residences Telegraph Road	St. Louis	мо	Yes	opened	45
Neshannock Woods	New Castle	PA	Yes	12	81
Newberry Heights	Memphis	TN	Yes	7	50
Nueces Bend	San Antonio	TX	Yes	14	51
Oak Bluff Village	Columbus	TX	Yes	10	39
Oak Creek Village	East Brunswick	LN]	Yes	10	80
Oak Creek Village II	East Brunswick	LN LN	Yes	7	40
Oakwood Terrace Apartments	Charleston	wv	Yes	23	152
Oleander Commons	Houston	TX	Yes	12	65
Pacific Pines	Pacifica	CA	Yes	11	10
Palm Harbor Apartments	N. Fort Myers	FL	Yes	10	81
Palm Springs Villa	Hialeah	FL	Yes	10	52
Park Place of Harper Woods	Harper Woods	MI	Yes	10	132
Parkside Manor	Pittsburgh	PA	Yes	12	77
Pecan Grove	Bolivar	TN	Yes	10	40
Pecan Villa	Ruston	LA	Yes	10	61
Peggy Ann Alsup Arbors	Nashville	TN	Yes	8	30
Pilgrim Port	Toledo	ОН	Yes	6	50
Plateau Ridge	Cleburne	TX	Yes	12	49
Portage Trail Village	Cuyahoga Falls	ОН	Yes	18	183

Prairie Run	Coeur d'Alene	ID	Yes	13	22
Provena La Verna Terrace	Avilla	IN	Yes	1	51
PSI Mandarin Center	Jacksonville	FL	Yes	16	80
Putnam Howe Village	Belpre	ОН	Yes	10	51
Quarry Ridge	Massillon	ОН	Yes	12	55
Quinby Park Apartments	Webster	NY	Yes	10	50
Ravine at Central College	Westerville	ОН	Yes	11	75
Ravine at Central College II	Westerville	ОН	Yes	7	30
Renaissance Senior Apartments	Toledo	ОН	Yes	21	55
Reserve at Indian Hill	Orlando	FL	Yes	10	70
Restoration Plaza I and II	Columbus	ОН	Yes	11	90
Restoration Plaza III	Columbus	ОН	Yes	7	40
Restoration Plaza of Barlow	Vincent	ОН	Yes	5	30
Ridgeview Apartments	Mt. Pleasant	PA	Yes	12	58
Rivermont Family Homes	Montgomery	WV	Yes	8	47
Rivermont Presbyterian Homes	Montgomery	wv	Yes	8	91
Riverview Apartments	Sistersville	wv	Yes	18	24
Riverview Manor	Pittsburgh	PA	Yes	12	99
Riverview Retirement Center	Portsmouth	ОН	Yes	1	106
Riverview Terrace	Napoleon	ОН	Yes	14	46
Rock View Apartments	Jefferson	WI	Yes	11	20
Roosevelt Towne Apartments	St. Louis	МО	Yes	10	154
Rosewood Terrace	Richmond	IN	Yes	22	57
Roxanna Booth Manor	Kenova	wv	Yes	15	23
Sandpiper Run	Fort Myers	FL	Yes	10	60
Sandstone Foothills	Mineral Wells	TX	Yes	10	40
Santiago Fajardo Village	Fajardo	PR	Yes	12	60
Sawyer Gardens	Niagara Falls	NY	Yes	10	59
Schenectady B'nai B'rith	Niskayuna	NY	Yes	6	50
Shaler Oaks	Pittsburgh	PA	Yes	12	49
Sharpsburg Towers	Pittsburgh	PA	Yes	12	103
Shenendehowa Village	Clifton Park	NY	Yes	16	50
Sidney Senior Village	Sidney	NY	Yes	10	41
Sister's Court Apartments	Savannah	GA	Yes	0	78
Skenesborough Harbor	Whitehall	NY	Yes	12	41
Solomon Heights	Queensbury	NY	Yes	10	41
Solvay Senior Apartments	Solvay	NY	Yes	16	50

South River Landing	South River	NJ	Yes	13	75
Southwood Gardens	Shreveport	LA	Yes	17	96
Southwood Square	Shreveport	LA	Yes	6	57
Sprague Crossing	Spokane	WA	Yes	12	33
Spring Valley Crossing	Kalamazoo	MI	Yes	10	56
Spruce Terrace	Kearny	ŊJ	Yes	10	75
Stafford Village	Worthington	ОН	Yes	13	65
Sterling Plaza	Independence	МО	Yes	5	54
Stoneridge Court	Dublin	ОН	Yes	11	48
Stuyvesant Hall	Delaware	ОН	Yes	2	255
Stygler Commons	Gahanna	ОН	Yes	12	32
Stygler Village	Gahanna	ОН	Yes	10	150
Summerfield Plaza	Sacramento	CA	Yes	12	40
Summit Terrace	Doniphan	МО	Yes	12	36
Summit View Place	Niagara Falls	NY	Yes	8	77
Teays Valley Manor	Scott Depot	wv	Yes	23	42
Tejas Cove	Bay City	TX	Yes	10	61
Telfair Arms Apartments	Savannah	GA	Yes	0	53
The Commons at Madaline Park	Akron	ОН	Yes	2	60
Tods Crossing	Warren	ОН	Yes	14	64
Tods Crossing II	Warren	ОН	Yes	14	64
Trail's Edge	Fort Wayne	IN	Yes	10	80
Trinity Manor	Middletown	ОН	Yes	10	91
Trinity Towers	Atlanta	GA	Yes	12	240
Tschirley Crossing	Greenacres	WA	Yes	11	26
Tschirley Crossing II	Greenacres	WA	Yes	10	38
Tuzigoot Village	Cottonwood	AZ	Yes	10	31
Twin Oaks Plaza	Oak Hill	wv	Yes	23	60
Twin Towers Place II	Dayton	ОН	Yes	1	90
Van Schoonhoven Square	Waterford	NY	Yes	12	41
Vanderbilt Apartments	Asheville	NC	Yes	9	123
Viewpoint Apartments	Sandusky	ОН	Yes	7	117
Villa Esperanza	Carolina	PR	Yes	12	100
Villa Providencia	Guaynabo	PR	Yes	12	75
Village at White River	Anderson	IN	Yes	12	45
Village on Park	Nitro	W۷	Yes	10	60
Villas of Combined Locks	Combined Locks	WI	Yes	7	24

Vista Aliso	Laguna Beach	CA	Yes	12	71
Walnut Creek Village	Baltimore	ОН	Yes	12	41
Walnut Grove	Blacklick	ОН	Yes	11	176
Wapakoneta Village	Wapakoneta	ОН	Yes	12	41
Westhaven Apartments	N. Baltimore	ОН	Yes	12	45
Westminster Albany	Albany	LA	Yes	8	20
Westminster Albany II	Albany	LA	Yes	6	8
Westminster Gardens	Hammond	LA	Yes	20	40
Westminster Gardens II	Hammond	LA	Yes	20	14
Westminster Homes	Jennings	LA	Yes	20	40
Westminster Homes II	Jennings	LA	Yes	6	15
Westminster Place	Ponchatoula	LA	Yes	20	44
Westminster Scotlandville	Baton Rouge	LA	Yes	11	71
Westminster Tower	Kenner	LA	Yes	10	201
Westminster Tower II	Kenner	LA	Yes	13	82
Westminster Woods	Bogalusa	LA	Yes	16	22
Westminster Woods II	Bogalusa	LA	Yes	13	20
Wheatfield Towers	Niagara Falls	NY	Yes	27	101
White Birch Apartments I	Milwaukee	WI	Yes	10	151
White Oak Village	Wadsworth	ОН	Yes	13	52
Willett Manor	South River	ľ	Yes	12	7 5
Willowbrook Crossing	Rock Hill	SC	Yes	8	50
Woodland Crossing	Ponderay	ID	Yes	10	40
Woodland Valley	West Orange	NJ	Yes	10	58
Woods at Central College	Westerville	ОН	Yes	12	40
Woods Chapel Lodge	Blue Springs	МО	Yes	12	56
Woods on Country Club Road	Whitehall	ОН	Yes	15	41
Woodview Court	Hilliard	ОН	Yes	12	60
Wright Place	Xenia	ОН	Yes	1	92
Wysong Village Apartments	Alhambra	CA	Yes	8	95
Zane Trace Village	Zanesville	ОН	Yes	16	36
Canton Place	Canton	MI	Yes	10	118
Chimes Terrace AL	Johnstown	ОН	Yes	16	24
Chimes Terrace TC	Johnstown	ОН	Yes	16	36
Maple Village	Rutland	VT	Yes	12	36
Parkview Place	Huntsville	. TX	Yes	4	41
Prairie Village	El Campo	TX	Yes	10	38

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Superior Arboretum	Superior	AZ	Yes	12	42
Village Manor	Pittsford	VT	Yes	12	30
				under	
Commons at Garden Lake	Toledo	ОН	Yes	construction	75
				under	
Panola Gardens	Lithonia	GA	Yes	construction	85

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of September 10, 2014, by and between PRESBYTERIAN HOMES OF PASCO NPR LIMITED PARTNERSHIP, a Florida limited partnership, with an address of 2335 North Bank Drive, Columbus, Ohio (hereinafter "Seller"), and LANDINGS PORT RICHEY SENIOR HOUSING LIMITED PARTNERSHIP, a Florida limited partnership, or its designees, nominees, or assigns, or combination thereof, with an address of 2335 North Bank Drive, Columbus, Ohio 43220 (hereinafter "Buyer").

RECITALS

- A. Seller is the owner of a 196-unit housing facility for low income elderly residents located and operating in a location in Pasco County, Florida (the "Building"), on the real property described in the attached Exhibit "A" (the "Real Estate"), which is incorporated by reference herein.
- B. Seller is the title owner of certain tangible and intangible personal property that comprise and are necessary for the proper and efficient operation of the Building (the "Operating Assets")
- C. Subject to the terms of this Agreement, Seller desires to sell, transfer and convey to Buyer, and Buyer desires to purchase and acquire from Seller, the Building, the Real Estate, and the Operating Assets (collectively, the "Facility").

AGREEMENT

In consideration of the foregoing recitals, and of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, agree as set forth below.

ARTICLE

PURCHASE AND SALE OF ASSETS

- 1.1 <u>Description of Purchased Assets</u>. Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller at Closing (as hereinafter defined), all of Seller's interest in the Building, the Real Estate, and the Operating Assets (the "Assets") of the Facility. The Assets include, without limitation, the following:
 - (a) the Real Estate described in Exhibit A;
 - (b) all easements and other rights appurtenant to the Real Estate (the "Appurtenant Rights");

- (c) the Building and all other structures, improvements, and fixtures located on the Real Estate (the "Improvements") (the Real Estate, Appurtenant Rights, and Improvements being hereinafter referred to as the "Real Property");
- (d) all Operating Assets, including but not limited to certain motor vehicles, computer equipment, and other property listed on Schedule 1.1(d) hereto;
- (e) the right to use the trade name "The Landings at St. Andrew" and all trademarks, service marks, copyrights, and applications relating to the Facility (the "Intangibles");
- (f) all marketing and promotional materials, employee records, credit files, and other records and reports used in the Facility and relating to the Assets;
- (g) all leases and contracts relating to the Facility, as further described in Schedules 2.3(a) and (b) hereto;
- (h) all prepaid advertising and other prepaid items;
- (i) all accounts and notes receivable of Seller and the proceeds thereof relating to the Facility;
- (j) all policies of insurance listed on Schedule 1.1(j) hereto;
- (k) Facility cash on hand and in banks, cash equivalents, and certificates of deposit as of the Closing date;
- (l) all other assets directly related to the operation of the Facility except for the assets specified on Schedule 1.1(l) attached hereto.
- 1.2 <u>Inventory.</u> Prior to the Closing date, Seller shall prepare an inventory of all tangible personal property (including office supplies) contained in or used in connection with the Facility (the "Inventory"). Prior to Closing, Seller shall maintain the Inventory at substantially the same levels of quantity and quality as disclosed in the Inventory.

ARTICLE II

PURCHASE PRICE

- 2.1 <u>Purchase Price.</u> Subject to adjustment and proration as provided in Section 4.4 below, and subject to the indemnification provisions of Article XIII below, the purchase price ("Purchase Price") is to be the "as is" appraised value pursuant to a pending appraisal ordered by the Buyer, but at this time is estimated to be \$7,600,000.00. The Purchase Price shall be allocated among the Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, in the manner set forth in Schedule 2.1.
 - 2.2 Payment of Purchase Price. The Purchase Price shall be payable as follows:
 - (a) Upon execution of this Agreement by the Seller, the Buyer shall deliver to the Seller the sum of One Hundred Dollars (\$100.00) as an earnest money deposit (the "Deposit"). The Deposit shall be refundable to the Buyer, upon Buyer's written notice to the Seller, for sixty (60) days after the effective date of this Agreement. The

Closing, the Deposit shall be credited and applied against Seller's closing costs and expenses. In the event of any default under this Agreement, the Deposit shall be paid over in accordance with Section 11.1 below.

- (b) At Closing, Buyer shall pay all of Seller's closing costs and expenses, less the Deposit and any credits from prorations set forth in Section 4.4 below.
- 2.3 <u>Assumed Liabilities.</u> Except as expressly provided herein, Buyer shall not assume or in any way be liable or responsible for any claims, obligations, debts, lawsuits, or other liabilities of any kind or character relating to Selfer or the Facility prior to the Closing, including without limitation:
 - (i) Any claims asserted by present or former residents, or tenants of the Facility or employees of Seller, including malpractice claims, or any other claims based on acts or omissions occurring on or before the Closing date;
 - (ii) Any deficiencies in tenant security deposits;
 - (iii) Any amounts owed under any pension, retirement, incentive, bonus, profit-sharing, vacation, holiday, or other plans or policies for the benefit of any employees of Seller (except that Buyer may, at its option, conform its vacation pay policy to Seller's current employment anniversary policy with respect to any employees of Seller who may be hired by Buyer);
 - (iv) Any other accounts payable, employment or other taxes, or other obligations or liabilities of Seller whatsoever.

Notwithstanding the foregoing, in addition to the Mortgage, from and after the Closing date, Buyer shall assume and shall pay, perform, and discharge only the following liabilities and obligations of the Facility existing on and as of the Closing date (the "Assumed Liabilities"):

- (a) all obligations under leases described in Schedule 2.3(a) hereto (the "Leases"), including any obligations to refund security deposits identified therein;
- (b) the obligations of Seller under the contracts described in Schedule 2.3(b) hereto with respect to performance that becomes due thereunder subsequent to the Closing date; and
- (c) other obligations and liabilities of Seller specifically described in Schedule 2.3(c) attached hereto.

ARTICLE III TRANSFER OF REAL ESTATE

3.1 <u>Title.</u> Buyer shall obtain a current commitment (the "Title Commitment") for an ALTA Form B owner's title insurance policy for the Real Property (the "Title Policy") in an aggregate amount equal to the Purchase Price, issued by Lawyers Title Insurance Company (the "Title Company"), which Title Commitment shall include a copy of each document relating to title exceptions referred to in the Title Commitment. The Title Commitment shall show that Seller has marketable fee simple title to the Real Property, subject only to the exceptions to title set forth in Schedule 3.1 attached hereto (the "Approved Title

Exceptions"). The Title Commitment shall be updated immediately prior to Closing as required by Buyer. The parties shall cooperate so as to cause the Title Company to issue the Title Policy, in form and content acceptable to Buyer, on or as soon as possible after the Closing date. All costs and expenses related to the Title Commitment and Title Policy shall be borne by Buyer as part of Seller's closing expenses, which Buyer agrees to pay. Any title exceptions not permitted hereunder shall be deemed "Unapproved Title Exceptions." Buyer shall notify Seller within five (5) days after receipt of the Title Commitment if title to the Real Property is subject to any Unapproved Title Exception to which Buyer objects or if the Title Commitment is not in form or does not contain such coverage as is acceptable to Buyer. If Buyer notifies Seller of any Unapproved Title Exceptions or any objection to form or coverage of the Title Commitment, Seller shall, within thirty (30) days after receipt of such notice, cure or remove such Unapproved Title Exceptions or obtain changes in the form or coverage of the Title Commitment (with Buyer's consent and at Seller's cost); and in such case, the Closing date shall be extended such reasonable time as Seller may require to cure or remove such Unapproved Title Exceptions or modify such form or obtain such coverage. If Seller fails to cure or remove any Unapproved Title Exceptions or modify such form or obtain such coverage within such period, Buyer shall either (x) accept title to the Real Property subject to such Unapproved Title Exceptions with such coverage as is provided by the unmodified Title Commitment and Title Policy, without reduction of the Purchase Price (in which event such Unapproved Title Exceptions shall be deemed Approved Title Exceptions); or (y) terminate this Agreement by written notice to Seller, and Buyer and Seller shall be discharged from all further obligations hereunder.

3.2 <u>Property Condition</u>. Prior to the Closing, Buyer and its designated representatives shall be permitted, upon reasonable notice and during regular business hours, to enter upon the Real Property and, at its own expense, to conduct such investigations and tests of the Real Property and to inspect the other Assets as it deems necessary. Prior to the Closing, Seller shall reasonably cooperate with and provide representatives knowledgeable about the Facility to provide information to Buyer concerning the Facility, as provided in Section 7.1 below. Buyer shall use its best efforts to avoid damage to the Real Property, shall return the Real Property to substantially the same condition as existed prior to any such investigation or inspection, and shall indemnify, defend, and hold Seller harmless from any damages incurred by Seller as a result of any such investigation or inspection.

ARTICLE IV

4.1 <u>Closing.</u> The transaction contemplated by this Agreement shall be effective as of the date of execution by both parties hereto. The consummation of the sale of the Assets to Buyer (the "Closing") shall take place at a time agreed to by the Parties on or before June 30, 2015 (or such later date as is specifically permitted under Sections 3.1, 7.5, or 10.1 of this Agreement), at a mutually agreed upon location, or such other time and place as shall be mutually agreeable to the parties. In the event if this transaction has not been closed on or before December 30, 2015, then either party may elect to terminate this Agreement by giving written notice to the other, in which event Buyer's Deposit shall be returned within 10 days thereafter and neither party shall have any further obligation to the other.

- 4.2 <u>Closing Documents</u>. The parties will execute and deliver or cause to be delivered to one another, at Closing, all instruments and documents reasonably necessary for the transfer to Buyer of the Assets to be purchased hereunder, such instruments and documents to be in form reasonably acceptable to Buyer and to include the following:
 - (a) A limited warranty deed in recordable form conveying title to the Real Property (the "Deed");
 - (b) A bill of sale conveying all Assets free from claims, liens, security interests, and encumbrances other than the Mortgage and the Assumed Liabilities;
 - (c) An assignment to Buyer, in form satisfactory to Buyer, of the Intangibles;
 - (d) An assignment of the permits and licenses disclosed on Schedule 5.7;
 - (e) Such other instruments of sale and assignment as may be necessary to effectuate the sale and transfer of any other Assets contemplated by this Agreement, including necessary consents of third parties;
 - (f) A copy of the resolutions of the Board of Trustees and members of Seller approving the execution and delivery of this Agreement and consummation of the transactions contemplated hereby, duly certified by an officer of Seller;
 - (g) Seller's certificate as to the continued accuracy of Seller's representations and warranties, as provided in Section 8.1 below;
 - (h) The opinion of Seller's counsel, as provided in Section 8.3 below;
 - (i) Buyer's certificate as to the continued accuracy of Buyer's representations and warranties, as provided in Section 9.1 below;
 - (j) The opinion of Buyer's counsel, as provided in Section 9.2 below.
- 4.3 <u>Closing Costs.</u> Buyer shall pay all of Seller's reasonable closing costs, including brokers' fees, consulting fees (as defined in Section 14.1 below), and reasonable legal fees for transfer of the Facility. In addition, Buyer shall pay all recording fees or costs, any soil or environmental testing and engineering expenses incurred by Buyer, and its own attorneys' fees.
- 4.4 <u>Prorations.</u> All receipts and disbursements relating to the Facility shall be prorated as of the Closing date, and the Purchase Price shall be adjusted, on the following basis:
 - (a) <u>Facility Rents</u>. All tenant charges or rents receivable from or with respect to tenants of the Facility earned and attributable to the period prior to the Closing date shall be retained by or credited to Seller or Buyer as required by HUD rules and regulations governing this transaction.
 - (b) <u>Tenant Deposits</u>. At Closing, Seller shall pay or credit to Buyer an amount equal to any escrow monies, tenant security or other tenant deposits. Buyer shall be responsible for the ultimate return or other disposition of any such deposits.
 - (c) Accounts Payable; Property Taxes. In consideration of Seller's transfer to Buyer of the operating bank accounts, Buyer shall assume and pay as they fall due all accounts payable, accrued expenses, and property taxes.

4.5 <u>Possession.</u> Possession of the Facility shall be delivered to Buyer on the Closing date, subject to the rights of the tenants under the Leases.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

- 5.1 <u>Organization and Good Standing</u>. Seller is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to enter into this Agreement, carry out and perform the terms and provisions of this Agreement, carry on its business as now being conducted, and own, lease or operate its properties in the place where the Facility is located.
- Partnership Authorization. At least ten (10) days prior to the Closing, Seller shall have obtained all requisite partner, member and director approvals and consents for the execution and delivery of this Agreement and the transactions contemplated hereby. At Closing, this Agreement shall have been duly and validly authorized, executed and delivered by Seller and shall be a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to (a) the application of bankruptcy, insolvency, reorganization, moratorium, or other laws of general application affecting the enforcement of creditors' rights in general; (b) general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity); and (c) statutes, rules or procedures and applicable case law limiting the availability of, or prescribing procedural requirements for, the exercise of certain remedies.
- 5.3 No Legal Obstacle to Agreement. The execution, delivery, and performance of this Agreement, the consummation of any transactions herein referred to or contemplated, and the fulfillment of the terms hereof do not in any material respect conflict with, or result in a material breach or violation of, or constitute a material default under (a) the Articles of Incorporation, Partnership Agreement or Code of Regulations of Seller, (b) any applicable law or regulation, (c) any judgment, order or decree binding upon Seller or upon the Facility, or (d) any applicable lease, mortgage or other material contractual obligation to which Seller or the Facility is bound other than the Mortgage.
- 5.4 <u>Title.</u> Seller has good and marketable title to the Real Property and the other Assets and full right and authority to transfer to Buyer such Assets, free and clear of all claims, liens, security interests, and encumbrances except for (a) the Approved Title Exceptions, (b) the Mortgage, and (c) the Assumed Liabilities.
- 5.5 Consents. There is no contract, agreement, understanding, or other arrangement, written or oral, to which the Seller is a party and by which Seller is bound, which limits Seller's rights to transfer the Assets, other than the Mortgage and as described in Schedules 2.3(a), (b), or (c).

- 5.6 <u>Litigation</u>. There are no outstanding judgments or decrees against Seller, and there is no litigation or other judicial or administrative proceeding pending or, to the best of Seller's knowledge, threatened which would prohibit, restrict, or have an adverse effect on Buyer's acquisition of the Assets, or Buyer's reasonable operation thereof in the manner in which they are currently being operated, except as disclosed in Schedule 5.6.
- 5.7 <u>Licenses and Permits.</u> Except as disclosed in Schedule 5.7, Seller has obtained all certificates of need, licenses, accreditations, permits, and other authorizations required by any federal, state or local governmental body or authority for the conduct of its business and will utilize its best efforts to transfer and assign all licenses and permits identified in Schedule 5.7 as may lawfully be transferred and assigned to Buyer, effective as of the date of Closing. Seller shall deliver to Buyer true and correct copies of all such licenses and permits. The Facility is not in violation of any term or provision of any license or permit identified in Schedule 5.7, except as disclosed in Schedule 5.7.
- 5.8 <u>Compliance with Law.</u> The Real Property is zoned in a category sufficient to permit the operation of the Facility. Except as disclosed in Schedule 5.8, the Facility is not, and does not operate, in violation of any federal, state or local code, law, regulation or ordinance including, without limitation, all zoning and building restrictions and ordinances, and all fire and health codes.
- Environmental. To the best of Seller's knowledge, the Real Property is in compliance with all laws, regulations, and orders of any governmental agency relating to environmental protection, sanitation, and pollution control (including, without limitation, all laws or regulations relating to the storage or disposal of potentially infectious waste, blood-contaminated materials, or other wastes generated in the course of operation of the Facility, the Comprehensive Environmental Response Compensation and Liability Act (the Superfund law), 42 U.S.C. Sections 9601-9657, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., and any applicable state and local laws). To the best of Seller's knowledge, there were and are no toxic or hazardous materials (as listed in the United States Department of Transportation Hazardous Materials Table, 49 C.F.R. Section 172.101) on or under the Real Property, except as disclosed in Schedule 5.9.
- 5.10 <u>Contracts.</u> Seller is not a party to or otherwise bound by any written or oral contract not made in the ordinary course of business, other than the Assumed Liabilities. Except as disclosed in Schedules 2.3(a), (b), or (c), the Assumed Liabilities are terminable at any time by Seller. The Assumed Liabilities will be not more than thirty (30) days past due as of the Closing date.
- 5.11 <u>Leases</u>. Seller has not collected any rent under the Leases for a period of more than one (1) month in advance. Prior to Closing, no security deposits will be increased or collected from tenants under the Leases except as set forth in Schedule 2.3(a).
- 5.12 <u>Financial Statements; Tax Returns.</u> The financial statements heretofore provided by Seller to Buyer and all other balance sheets, statements of income and changes in financial position, tax returns, and other financial documents

relating to the Facility are true and accurate in all material respects, and there has not been any material adverse change in the condition (financial or otherwise), assets, properties, or operations of Seller or the Facility. Seller has filed all federal, state, and local income, property, and other tax returns required to be filed by it and has paid all taxes shown to be due thereon.

- 5.13 <u>HUD Reports.</u> Seller is not in violation (and has received no notice of any alleged violation) of any law, regulation, or policy relating to tenant housing or cost reimbursement issued by HUD, the State of Florida, or other third party payor. At least thirty (30) days prior to Closing, Seller shall have delivered to Buyer true and correct copies of all HUD reports relating to the Facility since its inception. The information contained in such reports shall be true and correct in all material respects.
- 5.14 <u>Condition of the Facility</u>. The Facility has been completed in substantial compliance with such plans and specifications as were submitted to Buyer and to all governmental agencies having jurisdiction over the Facility. The Real Property (and all component systems therein, including without limitation, the heating, ventilating, and air conditioning systems, and plumbing, electrical, mechanical, and drainage systems) is in good condition, repair, and working order for use as a senior independent living facility, ordinary wear and tear excepted. The Facility is free from termites, wood-boring insects, and all other pests. All water, sewer, gas, electric, and drainage facilities serving the Facility are, to the best of the Seller's knowledge, (a) installed to the boundary lines of the Real Property, (b) connected with valid permits, and (c) adequate to permit normal usage of the Facility.
- 5.15 <u>Labor Matters</u>. None of the employees at the Facility is represented by any union or other collective bargaining representative. There has not been, nor is there threatened or contemplated, any strike, slowdown, picketing, or work stoppage by any employee at the Facility, any lockout of any employees, or any labor trouble or other occurrence of a similar character affecting, or that may materially affect, the operation of the Facility or the Assets. All existing written and oral contracts of employment between Seller and the employees at the Facility shall be terminated effective as of the Closing date.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

- 6.1 Organization and Good Standing. Buyer is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Florida and has all requisite power and authority to enter into this Agreement, carry out and perform the terms and provisions of this Agreement, carry on its business as now being conducted, and own, lease, or operate its properties in the places where such properties are now owned, leased, or operated.
- 6.2 <u>Partnership Authorization</u>. At least ten (10) days prior to the Closing, Buyer shall have obtained all requisite partner approvals and consents for the execution and delivery of this Agreement and the transactions contemplated hereby. At

Closing, this Agreement shall have been duly and validly authorized, executed and delivered by Buyer and shall be a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to (a) the application of bankruptcy, insolvency, reorganization, moratonum, or other laws of general application affecting the enforcement of creditors' rights in general; (b) general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity); and (c) statutes, rules or procedures and applicable case law limiting the availability of, or prescribing procedural requirements for, the exercise of certain remedies.

6.3 No Legal Obstacle to Agreement. The execution, delivery, and performance of this Agreement, the consummation of any transactions herein referred to or contemplated, and the fulfillment of the terms hereof do not in any material respect conflict with, or result in a material breach or violation of, or constitute a material default under (a) the Articles of Incorporation or Code of Regulations of Buyer, (b) any applicable law or regulation, (c) any judgment, order or decree binding upon Buyer, or (d) any applicable lease, mortgage or other material contractual obligation to which Buyer is bound.

ARTICLE VII CONDUCT PRIOR TO THE CLOSING

Buyer and Seller covenant that from the date of this Agreement until Closing:

- 7.1 Access to Information. Seller shall give to Buyer and its counsel, accountants and other authorized representatives reasonable access, during normal business hours throughout the period prior to the Closing, to all of the properties, books, contracts, business plans, commitments and records of the Facility, and shall furnish all such information concerning Seller's business and properties related to the Facility as Buyer may reasonably request.
- 7.2 <u>Conduct of Business in Normal Course</u>. Seller will carry on its business related to the Facility in the same manner as it has been carried on and operated in the past. Seller will enter into no new contracts relating to the Facility which are not terminable at will except for new leases with tenants of the Facility, in standard form, which require no security deposits.
- 7.3 <u>Preservation of Business and Relationships.</u> Seller will use its best efforts, without making any commitments on behalf of Buyer, to preserve its business organization intact, and to preserve good relationships with employees, suppliers, customers, and others having business relationships with the Facility.
- 7.4 <u>Maintenance of Insurance</u>. Seller will continue to carry its existing insurance up to and including the Closing date, subject to variations in amounts required by the ordinary operations of his business.
- 7.5 Governmental Filings. Each of the parties will use its best efforts to, as promptly as possible, make such filings, provide such additional information, and take such additional actions, and cooperate with the other party in making such filings, providing such additional information, and taking such additional actions, as may be required of such party by any

federal, state, or local agency in connection with the consummation of the transactions contemplated by this Agreement and as may be necessary to cause all waiting periods required by said agencies to pass as promptly as possible. If any such waiting period has not expired by the Closing date, the Closing date may be extended to such later date as may be reasonably required by Buyer or Seller to permit such waiting period to expire, .

ARTICLE VIII CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Unless waived in writing by Buyer, in its sole discretion, all obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

- 8.1 Representations, Warranties and Covenants. Each representation and warranty of Seller contained in this Agreement shall be true and correct in all material respects at and as of the date of Closing: Seller shall have in all material respects performed each obligation and complied with each covenant required by this Agreement to be performed or complied with by it on or prior to the Closing; and Buyer shall have received from Seller a certificate dated as of the Closing date to the foregoing effect.
- 8.2 <u>No Adverse Proceedings.</u> No material suit, action or other proceeding against Seller, Buyer, or the Facility shall be pending or threatened before any court or governmental agency seeking to restrain or prohibit, or to obtain damages or other relief in connection with, this Agreement or the transactions contemplated hereby and which, in the reasonable judgment of Buyer, makes the consummation of the transactions contemplated by this Agreement inadvisable.
- 8.3 Opinion of Seller's Counsel. Buyer shall have received an opinion of counsel for Seller in substantially the form attached as Schedule 8.3.
- 8.5 <u>Third Party Reports.</u> Buyer shall have received, at its own expense, written reports in form and substance reasonably acceptable to Buyer, from one or more qualified engineering firms of Buyer's choice concerning (a) the presence of hazardous substances, asbestos, radon, urea-formaldehyde insulation, or other environmental contamination on or under the Real Property; and (b) the physical soundness, structural integrity, and operating condition of the Improvements and all component systems therein. If any defects or conditions not acceptable to Buyer are reported in any such reports, then Buyer shall have the option of terminating this Agreement upon written notice to Seller.
- 8.6 <u>Financing.</u> Buyer shall have obtained the written consent of HUD to Buyer's assumption of the Mortgage or shall have otherwise arranged for refinancing or release of the Mortgage upon terms reasonably acceptable to Buyer, or, if deemed necessary by HUD, HUD shall have granted its approval of the transaction as set forth in Form HUD 92266, Application for Transfer of Physical Assets, and supporting documents submitted to HUD. No transfer of any interest in the Facility under this Agreement shall be effective prior to such HUD approval. Buyer will not take possession of the Facility nor assume the benefits of Facility ownership prior to such approval by HUD. The Buyer shall have no right upon any breach by the Seller

hereunder to seek damages, directly or indirectly, from the Facility which is the subject of this transaction, including from any assets, rents, issues or profits thereof; and Buyer shall have no right to effect a lien upon the Facility or the assets, rents, issues or profits thereof.

ARTICLE IX CONDITIONS TO SELLER'S OBLIGATIONS

Unless waived in writing by Seller, in its sole discretion, all obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

- 9.1 <u>Representations, Warranties and Covenants.</u> Each representation and warranty of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the date of Closing; Buyer shall have in all material respects performed each obligation and complied with each covenant required by this Agreement to be performed or complied with by it on or prior to the Closing; and Seller shall have received from Buyer a certificate signed by Buyer and dated as of the Closing date to the foregoing effect.
- 9.2 <u>Financing.</u> Seller shall have obtained the written consent of HUD to Buyer's assumption of the Mortgage or shall have otherwise arranged for release of Seller from the obligations secured by the Mortgage upon terms reasonably acceptable to Seller, or, if applicable and deemed necessary by HUD, HUD shall have granted its approval of the transaction as set forth in Form HUD 92266, Application for Transfer of Physical Assets, and supporting documents submitted to HUD.

ARTICLE X RISK OF LOSS

Damage or Other Casualty to the Assets. Risk of loss to the Facility or any Asset from fire or other casualty shall be borne by Seller until Closing. In the event of material damage to or destruction of all or any part of the Assets (as defined in Section 10.3 below) prior to the Closing date, Seller shall, within ten (10) days after such material damage or destruction, notify Buyer thereof. Buyer shall then have the option to terminate this Agreement by giving written notice to Seller within ten (10) days after such notice from Seller. If Buyer shall so elect to terminate this Agreement, or if the Mortgage Company shall not consent to the use of all insurance proceeds collectible by reason of such damage (the "Proceeds") to make all repairs reasonably necessitated by such casualty, then Seller and Buyer shall be relieved and released from any further liability hereunder. If Buyer shall not elect to terminate this Agreement upon any such material damage or destruction and if the Mortgage Company so consents, then (a) this Agreement shall continue, (b) all Proceeds shall be payable to Buyer at Closing, and (c) the Purchase Price shall be paid without reduction. If the damage shall not be deemed material (as defined in Section 10.3 below), then Seller shall proceed to make all repairs reasonably necessitated by such casualty, the Closing date shall be extended so much time as Seller shall reasonably require to complete such repairs, and the Purchase Price shall be paid without reduction.

- 10.2 <u>Condemnation.</u> If the Real Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any governmental authority or other entity prior to the Closing date, Buyer shall have the option of either (a) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (b) requiring Seller to transfer the remaining portion or portions of the Real Property to Buyer pursuant to the terms and provisions hereof (and without a reduction in the Purchase Price) and to transfer and assign to Buyer at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller agrees that Buyer shall have the right to participate in all negotiations with any such governmental authority relating to the Real Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.
- 10.3 "Materiality" of Damage. For purposes of this Article X, any damage or destruction by fire or other casualty shall be deemed "material" if the cost to repair or restore such damage, as estimated by a reputable and experienced contractor designated by Buyer and approved by Seller (which approval shall not be unreasonably withheld), shall be more than Ten Thousand Dollars (\$10,000.00).

ARTICLE XI

DEFAULT AND REMEDIES

Default; Remedy. If either party fails to perform its obligations hereunder (except as excused by the other's default), the party claiming default shall make written demand for performance. If the defaulting party fails to comply with such written demand within ten (10) days after receipt thereof, the following shall apply: (a) if the Seller fails or refuses to perform, then the Buyer may either (i) terminate this Agreement upon written notice to Seller, or (ii) attempt to remedy such default, with any costs of curing such default being credited against the Purchase Price; and (b) if the Buyer fails or refuses to perform, then the Seller may terminate this Agreement upon written notice to the Buyer, in which event the Seller shall retain the Deposit, together with all interest earned thereon, as liquidated damages, as its sole and exclusive remedy for such default.

ARTICLE XII POST-CLOSING COVENANTS

12.1 <u>Cooperation; Further Assurances.</u> Each party hereto will cooperate, take such further actions, and execute and deliver such further documents as may be reasonably requested by any other party (provided such action shall not involve the expenditure of any material amount of money) in order to carry out the provisions and purposes of this Agreement. At any time after the Closing date, at Buyer's request and without further consideration, Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such reasonable action as Buyer may reasonably deem necessary or desirable in order to more effectively transfer, convey, and assign to Buyer, and to confirm Buyer's title (as contemplated by this Agreement) to all the Assets, to put Buyer in actual possession and operating control thereof, and to assist Buyer in exercising all rights with respect thereto.

Business Records. The parties shall give to one another and their respective counsel, accountants, and other representatives full access, during normal business hours after Closing, to all books, contracts, manuals, and records relating to the Facility, shall permit such persons to make copies thereof, and shall furnish one another with such other information concerning the Facility as each party reasonably may request. Without limitation by the foregoing, Seller shall provide Buyer with reasonable access to and use of all computer hardware and software relating to the operation of the Facility (as provided in Schedule 1.2 attached hereto) for not less than six (6) months after the Closing date. Seller shall reasonably maintain or cause to be maintained for a period of three (3) years after Closing any books and records relating to the Facility which remain in its possession after the Closing.

ARTICLE XIII

INDEMNIFICATION

- 13.1 <u>Indemnification Against Defaults Under this Agreement</u>. The representations, warranties, and covenants of Buyer and Seller made in this Agreement shall survive the Closing. Buyer and Seller shall each indemnify and hold harmless the other party from and against any loss, liability, damage, cost or expense (including reasonable attorneys' and accountants' fees) which shall arise out of or in connection with any breach of any representation or warranty made or covenant to be performed by the party against whom indemnification is sought.
- 13.2 <u>Limitation on Indemnification</u>. If any damages suffered by a party indemnified under this Agreement shall result in any tax saving, entitlement to insurance recovery, or other monetary benefit to such party, then the amount of such damages payable by the indemnifying party shall be adjusted to reflect such benefit.
- 13.3 Control of Legal Proceedings. Upon the assertion by a third party against one of the parties to this Agreement of a claim to which the indemnification provisions of this Agreement may apply, the party against whom the claim has been asserted shall promptly notify the other party to this Agreement of such claim (and such notice shall be a condition precedent to the liability of the party so notified with respect to such claim). A party so notified shall have the right, at its own expense and with counsel of its choice, to control the defense of any such claim and all actions and proceedings in connection therewith, provided that the party seeking indemnification shall have the right to participate in such defense with counsel of its choice at its own expense. No such claim shall be compromised or settled by either party to this Agreement without the prior written consent of the other party. Each party shall cooperate in every reasonable way with the party assuming responsibility for the defense and disposition of any such claim.
- 13.4 <u>Indemnification Against Post-Closing Actions.</u> Neither Buyer nor Seller shall be liable for, and (without limitation by Section 13.1 above) Buyer and Seller shall each indemnify and hold the other party harmless from and against, any and all expenses, losses, claims, damages, and liabilities of every kind and character (including attorneys' fees and litigation

costs) incurred in connection with or arising out of the conduct, after the Closing date, of the business of the party against whom indemnification is sought.

ARTICLE XIV

BROKERS AND EXPENSES

14.1 <u>No Brokers</u>. Seller and Buyer each represent and warrant to the other that it has not employed any broker or finder or incurred any liability for brokerage fees, commissions, or finders' fees in connection with the transactions contemplated herein.

ARTICLE XV

MISCELLANEOUS

- Maiver of Conditions. Notwithstanding any condition required to be satisfied at or prior to the Closing by Seller, Buyer shall have the right to waive the satisfaction of such condition in writing and proceed with the Closing, in which event Seller shall have no further liability in regard to such condition. Further, notwithstanding any condition required to be satisfied at or prior to the date of Closing by Buyer, Seller shall have the right to waive satisfaction of such condition in writing and proceed with Closing, in which event Buyer shall have no further liability in regard to such condition.
- Assignment. Neither Buyer nor Seller shall have the right to assign this Agreement to any other person or entity without the express written consent of the other party; provided, however, that Buyer shall have the right to assign this Agreement to any affiliate which is wholly-owned or majority controlled by Buyer.
- Notices. All notices and other communications hereunder shall be in writing and shall be deemed to be given if sent by United States mail, postage prepaid and registered or certified with required return receipt, or otherwise personally delivered and receipted therefor, and addressed as follows (or at such other address as may be specified by notice given pursuant hereto):

(a) If to Seller:

Presbyterian Homes of Pasco NPR Limited Partnership 2335 North Bank Drive Columbus, Ohio 43220 Attn: President

(b) If to Buyer:

Landings Port Richey Senior Housing Limited Partnership

2245 North Bank Drive

Columbus, Ohio 43220

Attention: President

15.4 <u>Captions</u>. The captions at the beginning of the several sections of this Agreement are not a part of the context

hereof, but have been inserted to assist in locating and reading those sections. They shall be ignored in construing this

Agreement.

15.5 Law Applicable. This Agreement shall be governed by and construed and enforced in accordance with the

laws of the State of Florida

15.6 Entire Agreement. This document fully contains all agreements and understandings of the parties hereto with

respect to the subject matter hereof. The terms of this Agreement may be altered, amended, modified or revoked only by an

instrument in writing signed by both Buyer and Seller.

15.7 Severability. In case any one or more of the provisions contained in this Agreement is held to be invalid,

illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other

provisions hereof. It is the intention of the parties that if any provision is held to be invalid, illegal, or unenforceable, there shall

be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible.

15.8 <u>Duplicate Originals; Schedules.</u> This Agreement may be executed in one or more counterparts, each of which

shall be deemed to be a duplicate original, and all counterparts taken together shall constitute duplicate originals of one and the same agreement. All Schedules attached hereto are incorporated in this Agreement by reference to the same and fullest extent

as though such Schedules were repeated in full in this Agreement.

15.9 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their

respective heirs, successors, permitted assigns, or other legal representatives.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly-authorized officers

as of the date first set forth above.

[SIGNATURES NEXT PAGE]

15

Purchase and Sale Contract

SELLER:	PRESE	BYTERIAN	HOMES OF PASCO NPR LIMITED PARTNERSHIP,					
	a Flori	lda limited	partnership /					
	Ву	NATIC	NAL CHURCH RESIDENCES, OF NEW PORT RICHEY, INC.					
		a Flori	da corporazion its General Partner					
		Ву:						
		Name:	Steven A. Van Camp					
		Title:_	Vice President					
PURCHASER:	LANDINGS PORT RICHEY SENIOR HOUSING LIMITED PARTNERSHIP,							
	a Florida limited partnership							
	Ву	NATIC	NAL CHURCH RESIDENCES LANDINGS PORT RICHEY FL LLC					
		a Flori	da limited liability company, is General Partner					
			////					
		Ву	National Church Residences, an Ohio nonprofit corporation					
	1		its Managing Member					
			Ву					
			Name: Steven A. Van Camp					
•			Title: Vice President					

EXHIBIT A

LEGAL DESCRIPTION

A portion of the Northeast 1/4 of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 7; thence N 89°37'05" W, along the Northerly line of said Section, 640.00 feet to the point of beginning; thence S 00°22'04" W, 1,020.27 feet; thence S 62°35'30" W, 111.77 feet; thence by a curve to the right having a radius of 25.00 feet, a chord bearing N 72°24'30" W, 35.36 feet, an arc distance of 39.27 feet; thence N 27°24'30" W, 108.74 feet; thence by a curve to the left having a radius of 285.00 feet, a chord bearing N 39°44'30" W, 121.75 feet, an arc distance of 122.70 feet; thence N 52°04'30" W, 489.73 feet; thence N 36°20'00" E, 83.03 feet; thence N 35°26'28" W, 172.45 feet; thence N 09°57'44" E, 254.34 feet; thence N 30°23'49" E, 134.39 feet to the intersection with the North line of the aforesaid Section 7; thence S 89°37'05" B along said line, 127.76 feet, thence S 00°22'55" W, 16.36 feet; thence by a non-tangent curve to the left having a radius of 40.00 feet, a chord bearing S 52°45'00" W, 56.82 feet, an arc distance of 63.18 feet; thence S 53°46'18" W, 78.02 feet; thence S 00°22'55" W, 120.00 feet; thence S 44°37'05" E, 60.00 feet; thence S 89°37'05" E, 260.00 feet; thence S 89°37'05" E, 260.00 feet; thence S 89°37'05" E along said line 270.00 feet, to the point of beginning.

SCHEDULE 1.1d

OPERATING ASSETS

See detail attached

Sorted: ASSET A/C# and Sort Code #3

Method: 1-BOOK-Std Conv Applied

Range: 1410 - 1491 Include: All assets

		#1 Sort Code		Description #1	Method	Cost	Beg A/Depr	Curr Depr	End A/Depr
Asset	A/C# Sort Code	#2 Sort Code	#4 Sold	Description #2	Life	Depr Basis	Section 179	Next Yr, Depr.	Net Book Valu
ASSET	TA/C#: 1410 - L	AND							
8	iort Code #3; 80	>6							
1410	LN GL12	806	09/01/95 //	Land	LAND 10,0000	1,034,683,00 1,034,683,00	0.00 0.00	0.00 0,00	0.00 1,0 34 ,683.00
	econdary Total 08	ls for:		(1 sasets)	-	1,034,683,00 1,034,683,00	0.00 0.00	0.00 0.00	0.0 1,034,683.0
Primar 1410 - I	y Totals for: LAND			(1 assets)		1,034,683.00 1,034,683.00	0.00 0.00	0.00 0.00	0.00 1,034,683 0
ASSET	A/C#: 1420 - B	UILDING		A.					
5	ort Code #3: 80)6							
1420	LN GL12	806 GOLD	09/01/95 / /	Building 09/01/1995	SLMM 27,5000	4,942,925.57 4,942,925.57	3,282,744 85 0.00	179,742.75 179,742.75	3,462,4 87.66
1420	LN GL12	606 GOLD	09/01/95 / /	Building 09/01/1995 Deprec should be \$253,418.56 per year till 2/2023	SLNBV 27.5000	5,377,913.44 5,377,913.44	3,054,910.02 0.00	253,418.55 253,418.56	3,308,328.5 2,089,584.8
1420	LN GL12	806 GOLD	12/01/98 / /	Building Improvements 12/01/1998	SLMM 27 5000	2,352.00	1,154.50	85,53	1,240.00
1420	LN	806	01/01/00	Building Improvements 12/01/1998	SLMM	2,352.00 2,351.00	0.00 1,285.86	- 85 .53 85.49	1,111.97 1,371.35
1420	GL12 LN	GOLD 806		Security system- FAC	27.5000 SLMM	2,351.00 1,888.00	0.00 883.87	85.49 68.65	979.65 952.52
1420	GL12 LN	806		Security system- FAC	27.5000 SLMM	1,888.00 1,888.00	0.00 883.87	68.65 68.65	935.48 952.52
1420	GL12 LN	806		Roof Replacement	27.5000 SLMM	1,888.00 397,878.71	0.00 71,702.66	68 .65 14,461.04	935.48 8 6, 153.70
	GL12 LN	806	/ / 10/03/11	Roof USA Replace Drainage System	27,5000 SLMM	397,678.71 4,490.00	0.00 360.56	14,461.04 163.27	311,515.0° 523.8:
Se	GL12 econdary Total	s for:	11	Empire Roofing Company	27.5000	4,490.00 10,731,486.72	0.00 6,413,926.19	163.27 448,093.93	3,966.17 6,862,020.17
80 Priman	of y Totals for:			(5 assets)	ž.	10,731,486.72 10,731,486.72	0.00 6,413,926.19	448,093.94 448,093.93	3,869,466.60
1420 - E	Building		***************************************	(6 assets)		10,731,486.72	0.00	448,093.94	6,86 2,0 20.12 3,869,4 86.60
	A/C#: 1430 - Fi		3 EQUIPMEN	Terrenalisticalisti paradeli di Albani in videri antiquato cons.					
1430	LN GL12	808		Emergency Call System	SLMM	47,441,07	47,441.07	0.00	47,441.07
1430	LN GL12	GOLD 806 GOLD	/ / 11/30/00 / /	Woody Tucker - Plumbing Work	10.0000 SLMM 10.0000	47,441.07 15,476.00 15,476.00	0.00 15,476.00 0.00	0.00 0.00 0.00	0.00 15,478.00 0.00
430	LN GL12	806	03/28/02 / /	Shuffleboard Court	SLHH 10.0000	4,202.04 4,202.04	4,202.04 0.00	0.00	4,2 02.04
430	LN GL12	808		Compressors	SLHH 10.0000	5,404.33 5,404.33	5,404.33 0.00	0.00	5,404.33
430	LN GL12	806		Swimming pool heater (pinch a penny)	SLHH 10.0000	1,848,22	1,848.22	0.00	1,848.2
430	LN GL12	806		Balasta and lamps 5 ea (a.a. lannaccone elec)	SLHH	1,848.22 1,600.00	1,600.00	0.00	1,600.00
430	LN	806	10/20/04		10.0000 SLMM	1,600,00 213.44	0.00 192.06	0.00 21.38	213.44
430	GL12 LN	806	12/13/04		10.0000 SLMM	213.44 266.51	0.00 239.85	0.00 26 66	266.51
430	GL12 LN	808		Kitchen cabinets unit 531 Jack Joyner Heating & Air Conditioning	10.0000 SLMM	266.51 5,814.66	0.00 4,655.52	0.00 5 6 1,47	5,218.99
430	GL12 LN	806	/ / 02/23/06	Exhaust pipe for generator Tri-county glass & Doors - Replace N wing Door	10.0000 SLMM	5,614.68 940.00	0.00 740.25	397.89 94.00	
	GL12 LN	806	11	RJ Kleity Plumbing - New boiler pipes, 2 new	10.0000 SLMM	940,00 5,8 3 6.57	0.00 4,158 .58	94.00 583.66	
	GL12		11						

NATIONAL CHURCH RESIDENCES Dec. 31, 2014

Sorted: ASSET A/C# and Sort Code #3

Method: 1-BOOK-Std Conv Applied

Range: 1410 - 1491 Include: All assets

Asset A/		#1 Sort Code # #2 Sort Code #		Description #1 Description #2	Method Life	Cost Depr Basis	Beg A/Depr Section 179	Curr Depr Next Yr. Depr.	End A/Depr Net Book Value
ASSET/	VC#: 1430 - F	XED BUILDING	EQUIPMEN	m					
80	rt Code #3: 80	6		and a recovery of the Maria of the second and a second of the second of					
1430	LN GL12	808	12/07/06	Stanley - access door opener	SLMM 10,0000	1,720,00 1,720,00	1,211.17 0.00	172.00 172,00	1,383,13 336,8
1430	LN GL12	806	1 <i>2/</i> 07/06	Forbes - card entrance system	SLMM 10 0000	6,831.00 6,831.00	4,810.16 0.00	683.10 683.10	5,493,2 1,337,7
1430	LN GL12	806	11/15/07 / /	Meares Plumbing - 4 Hot water storage tanks	SLMM 10.0000	9,342.00 9,342.00	5,721.98 0.00	934.20 934.20	8,658.1 2,685.8
430	LN GL12	806	12/17/07 / /	CTOW Security - 6 security cameras	SLMM 10.0000	6,315.35 6,315.35	3,815.55 0.00	631.54 631.54	4,447.0 1,868.2
1430	LN GL12	806	03/11/08 / /	Lighting Retrofit Utilities Dynamics	SLMM 10.0000	24,704.01 24,704.01	14,307.73 0.00	2,470.40 2,470.40	18,778.1 7,925.8
1430	LN GL12	806	06/27/08 / /	rpic roof top a/c unit Custom Climate Control	SLMM 10,0000	16,630.00 16,630.00	9,215.79 0.00	1,683.00 1,663.00	10,676.7 5,751.2
1430	LN GL12	806	01/22/09 / /	Motor for Booster Pump Coastal Service	SLMM 10.0000	3,440.16 3,440.18	1,705.76 0.00	344.02 344.02	2,049.7 1,390.3
1430	LN GL12	806	07/21/10 / /	Telephone Entrance System Commercial Fire & Communications	SLMM 10.0000	1,669.00 1,669.00	577,20 0.00	166.90 166.90	744.1 924.9
1430	LN GL12	808	03/13/12	Replace 10 PTAC Sleeves JL Stone Construction	SLMM 10.0000	16,000.00 18,000.00	2,866.87 0.00	1,600.00 1,600.00	4,486.6 11,533.3
1430	LN GL12	80 6	06/01/12 //	Sprinkler System Repairs Simplex Grinnell	SLMM 10.0000	8,887.55 6,667.55	1,027.92 0.00	666.76 666.76	1,694.6 4,972.8
1430	LN GL12	806	09/26/13 / /	Elevator Repair Schindler Elevator	SLMM 10.0000	11,190.00 11,190.00	326,38 0.00	1,119.00 1,119.00	1,445.3 9,744.6
Sec 808	ondary Total	for:		(22 sesets)		193,351.93 193,351.93	131,544.23 0.00	11,738.09 11,526.27	143,282.3 50,069.6
ary Totals for: 1430 - FIXED BUILDING EQUIPMENT			(22 assets)		193,351.93 193,351.93	131,544.23 0.00	11,738.09 11,526.27	143,282.3 50,069.6	
ASSET A	UC#: 1440 - P	ORTABLE BUILL	HUDE DAK	P					
Soi	t Code #3: 80	6		and the state of t					
1440	LN GL12	808	07/13/04 / /	Wilmar Industries Hotpoint 30" Electric Range	SLMM 10.0000	326.53 326.53	308 82 0.00	17.71 0. 00	326.5 0.0
1440	LN GL12	808	01/01/05 / /	Wilmar Range & dishwasher, units 423 & 448	SLMM 10.0000	437.99 437.99	392.37 0.00	45.62 0.00	
1440	LN GL12	806	04/27/05 / /	Wilmar Dishwasher unit 138	SLMM 10.0000	195.00 195.00	169,81 0,00	19.50 5.69	
1440	LN GL12	808	07/28/05 / /	Wilmar Dishwasher unit 425	SLMM 10.0000	199.99 199.99	189.17 0.00	20,00 10,82	
1440	LN GL12	808	10/20/05 / /	Wilmar Dishwasher unit 532 & unit 435	SLMM 10.0000	440.00 440.00	381.17 0.00	44.00 34.83	
1440	LN GL12	806	08/22/07 / /	Wilmar - Refridgerator - unit 233	SLMM 10.0000	427 00 427.00	272.21 0.00	42.70 42.70	
1440	LN GL12	806	11/29/10 / /	Digital Phone System Inner Phone Systems	SLMM 10.0000	2,643.92 2,643.92	826.22 0.00		
Sec 808	condary Total	s for;		(7 assets)		4,870.43 4,870.43	2,499.77 0.00		
	Totals for:	ng Equipme		(7 assets)		4,670.43 4,670.43	2,499.77 0.00	453.92	2,953.6

Sorted: ASSET A/C# and Sort Code #3

Method: 1-800K-Std Conv Applied

Range: 1410 - 1491 include: All assets

								bno	ludes Section	179
Asset A		#1 Sort Code #3 #2 Sort Code #4		Description #1 Description #2		ethod Life	Cost Depr Basis	Beg A/Depr Section 179	Curr Depr Next Yr. Depr.	End A/Depr Net Book Value
ASSET	A/C#: 1450 - Pri	oject Furniture								
So	rt Code #3: 806)	*****							
1450	LN GL12	806 GOLD	09/01/95	Beg Balance Furniture & Eq	•	SLMM 7,0000	39,603.00 39,603.00	39,603,00 0.00	0,00 0,00	39,60 3,0
1450	LN GL12	806 GOLD	09/01/95	Furniture & Equipment 09/01		SLMM 2.0000	39,603,00 39,603,00	39,603,00 0.00	0,00 0,00	39,603.0 0.0
1450	LN GL12	806 GOLD	09/01/95	Appliances 09/01/1995	;	SLMM 7.0000	196,000.00 196,000.00	198,000.00	0.00	198,000.0
1450	LN GL12	806 GOLD		Appliances 09/01/1995	:	SLMM	198,000.00	196,000.00	0.00	196,000.0
1450	LN GL12	808	05/01/03	Project furniture (cort furnitur	e) :	SLMM	196,000.00	0.00 1,160.78	0.00 109.25	1,270.0
1450	LN GL12	806		H.C. Wiseburn & Son	!	LOOOO SLMM	1,311.04 477.00	0.00 439.24	41.01 37.76	
	condary Totals	for:	11	Sofa - Loveseat	10	0.0000	477,00 472,994.04	0.00 472,806.02	0.00 147.01	0.0 472,953.0
	Totals for:			(6 assets)			472,994.04 472,994.04	0.00 472,806.02	41.01 147.01	41.0 47 2,9 53.0
	roject Furniture			(6 assets)			472,994.04	0.00	41.01	41.0
	rt Code #3: 806	FICE EQUIPMEN								
1452	LN GL12	806 GOLD		Computer/Equip		SLMM	6,672.27	6,672 27	0.00	
1452	LN	806	/ / 07/10/00	Beginning Balance		3.0000 SLMM	6,672.27 1,974.17	0.00 1,974.17	0.00	
	GL12 LN	GOLD	//	Orași		0.0000	1,974.17	0.00	0.00	0.0
	GL12	806	11/23/10	OCE		SLMM 0.0000	4,612.23 4,812.23	1,441.31 0.00	461.22 461.22	.,
Sec 808	condary Totals	for:		(3 assets)			13,258.67 13,258.67	10,087.75 0.00	461.22 481.22	
Primary Totals for: 1452 - Office Furniture/Equip. (3		(3 essets)			13,258.87 13,258.87	10,087.75 0.00	481.22 461.22	10,548.9		
ASSET A	VC#: 1460 - Fur	mishings								•
Soi	rt Code #3: 806									
1460	LN GL12	808	11/04/04 / /	Flooring		SLMM 5.0000	51,392.94 51,392.94	51,392.94 0.00	0.00 0.00	,
Sec 808	condary Totals	for:		(1 assets)		~	51,392.94 51,392.94	51,392.94 0.00	0.00 0.00	
Primary Totals for: 1460 - Furnishings (1 assets)		(1 assets)			51,392.94 51,392.94	51,392.94 0.00	0.00 0.00			
ASSET A	UC#: 1470 - MA	INTENANCE EQ	HPMENT							
Sor	rt Code #3: 805	***************************************								
1470	LN GL12	806	05/01/03	Maintenance Equip		SLMM 5.0000	6,481.64 6,481.64	8,481.64 0.00	0.00	-•
Sec 806	condary Totals	for:		(1 assets)			6,481.64 6,481.64	6,481.64 0.00	0.00	8,481.6
Primary	Totals for: AINTENANCE E	OUIPMENT		, ,			6,481 64	6,481.64	0.00	6,481.64
1-77 V - MI	POTE SERVICE SE	-GOIF MERT		(1 assets)			6,461.84	0.00	0.00	U. (

SORTED DEPRECIATION REPORT

NATIONAL CHURCH RESIDENCES Dec. 31, 2014

Sorted: ASSET A/C# and Sort Code #3

Method: 1-BOOK-Std Conv Applied

Range: 1410 - 1491 Include: All assets

Sort Code #1 Sort Code #3 Acq Description #1 Asset A/C# Sort Code #2 Sort Code #4 Sold Description #2	Method Cost Life Depr Basis	Beg A/Depr Section 179	cludes Section Curr Depr Next Yr. Depr.	End A/Depr Net Book Value
Grand Totals for all Accounts: (49 assets)	12,508,319,37 12,508,319,37	7,088,738,54 0.00	460,894,17 460,480.87	7,549,532,71 4,958,686,68
Less: 0 Disposed assets (Curr. Depr: 0.00)	0,00 0,00	0.00	A CONTRACTOR OF THE CONTRACTOR	0.00
Net Totals for all Accounts: (49 assets)	12,508,319,37 12,508,319.37	7,088,738,54 0.00	460,894.17 460,480.87	7,549,632,71

SCHEDULE 2.3

Leases and Contracts

To be determined

SCHEDULE 1.1j

Insurance Policies

To be determined

SCHEDULE 1.1

Assets other than operating assets

See attached list under Schedule 1.1d ...

SCHEDULE 2.1

To be determined

SCHEDULE 3.1

Title Exceptions

To be determined

SCHEDULE 5.6

Litigation

None as of September 10, 2014

SCHEDULE 5.7

License & Permit

To be determined

SCHEDULE 5.8

Zoning

Not applicable

Attachment

6

Presbyterian Homes of Pasco NPR Limited Partnership

2335 NORTH BANK DRIVE, COLUMBUS, OHIO 43220 (614) 451-2151 FAX (614) 273-2170

September 12, 2014

National Church Residences of New Port Richey, Inc., (the "Seller"), the general partner of Presbyterian Homes of Pasco NPR Limited Partnership (controlled by National Church Residences) will as part of the acquisition, accept a Seller Note from the proposed purchaser, Landings Port Richey Senior Housing Limited Partnership, under the following terms:

Amount:

Up to \$1,385,000.00

Term:

40 Years

Interest:

5%

Annual Debt Service: Cash Flow Contingent

This commitment does not expire before December 31, 2015, and is contingent upon the award of Low Income Housing Tax Credits from the Florida Housing Finance Agency.

I, Steven A. Van Camp, the undersigned, certify that I have the authority to make this commitment on behalf of National Church Residences of New Port Richey, Inc and National Church Residences.

Should you have any questions regarding this commitment, please feel free to contact me at (614) 451-2151.

Presbyterian Homes of Pasco NPR Limited Partnership, Seller

Steven A. Van Camp

Vice President of National Church Residences of New Port Richey, Inc.

Accepted by.

Landings Port Richey Semor Housing Limited Partnership

Steven A. Van Camp

Vice President of National Church Residences Landings Port Richey FL LLC.

Senior Vice President/CFO of National Church Residences

Date Septenter 12, 2014

Attachment



September 12, 2014

Mrs. Sarah Branch National Church Residences 2335 North Bank Drive Columbus, Ohio 43220

Re:

GP Equity/Deferred Developer Fee

Landings at St. Andrew New Port Richey, Florida

Dear Mrs. Branch:

National Church Residences Landings Port Richey FL LLC, the general partner of Landings Port Richey Senior Housing Limited Partnership (the "Buyer") commits to provide \$100.00 in owner equity to the Landings project.

Additionally, National Church Residences will defer \$1,200,000.00 of its developer fee to assist with the financing of the above referenced development. The deferred fee will be paid out of cash flow and will carry an interest rate of 3% with a term of 15 years.

I, Steven A. Van Camp, the undersigned, certify that I have the authority to make this commitment on behalf of National Church Residences and on behalf of the Buyer. Should you have any questions/regarding this commitment, please feel free to contact me at (614) 451-2151.

By:

Name: Steven A. Van Camp

Title: Senior Vice President/Chief Financial Officer, National Church Residences

Title:

Vice President, National Church Residences Landings Port Richey FL, LLC,

General Partner

Accepted by:

Name: Steven A. Van Camp

Title: Vice President

Presbyterian Homes of Pasco NPR Limited Partnership

Dated: Septenber 12, 2014

Attachment

8



September 10, 2014

Mr. Matt Rule National Church Residences 2335 North Bank Drive Columbus, Ohio 43220

Re: The Landing of St. Andrews, New Port Richey, FL

Dear Mr. Rule:

This letter will serve as a preliminary outline of the terms under which Bank of America (the "Bank") would consider offering construction and permanent tax-exempt bond financing. This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a commitment, but is a framework upon which a request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the request under the Bank's internal approval process. The Bank may decline to approve the request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the request. The proposed terms and conditions are as follows:

Borrower: Landings Port Richey Senior Housing Limited Partnership-form

and substance of Borrower must be acceptable to the Bank.

Guaranters: 100% guarantee of completion, performance and repayment to be

provided by guarantor acceptable to Bank. Standard Bank guaranties

required prior to the Conversion Date.

Recourse: Obligations of Borrower for repayment of the loan will become non-

recourse (with carve-outs for fraud and other bad acts) and guaranties will terminate, upon achievement of Stabilization of project. "Stabilization" shall be defined as lien-free completion of rehab/construction and a period of three consecutive months with (a) 90% occupancy, (b) stabilized rent and expenses, and (c) achievement of a 1.20 debt service coverage based upon an assumed Treasury-based rate

and 30-year amortization period.

Purpose: To enable Borrower to acquire the 196 unit apartment complex known as

The Landings at St. Andrews in Port Richey, FL ("Project") and

complete a moderate rehabilitation.

Program: Construction to term financing through Bank's Special Bond Offering

product ("SBO"), a proprietary private placement tax-exempt bond product. Bank will purchase no more than \$12,600,000 in floating rate tax-exempt bonds ("Bonds") issued through the Florida Housing Corporation ('Issuer'). The debt service on the Bonds will be interest-

only at a floating rate until the date that is 24 months after the closing

The Landings of St. Andrews - Revised January 14, 2014

date (the "Conversion Date"), in order to allow for construction and lease-up. Interest on the Bonds will convert to a fixed rate on the Conversion Date, and amortization will commence after 30 months, irrespective of the date upon which Stabilization occurs. The permanent fixed rate bond amount will be \$5,264,000. Stabilization must occur not later than the Conversion Date, provided that such deadline may be extended for 6 additional months upon satisfaction of the following conditions: (a) No less than 30 but no more than 90 day written notice of intention to exercise the option; (b) No event of default having occurred or potential default occurring; (c) Performance hurdles have been met, including but not limited to, lien-free construction completion and lease up hurdles; (d) The loan is in balance, including sufficient interest reserve; (e) Project must demonstrate the ability to be able to convert/payoff Bank's loan within the 6-month extension period; (f) All co-construction loans mature or are extended concurrent or past the Bank's extension date; (g) All takeout commitments expire or are extended concurrent or past the Bank's extension date; (h) investor commitments include terms or are modified to be consistent with the extension of the Bank's loan; (i) No material adverse change in the financial condition of the Project, Borrower, and Guarantor, (j) payment of an extension fee of 50 bps of the total commitment amount; and (k) Rate adjustment or fee payment, as appropriate, to cover the cost of revising the forward rate lock, if any.

The SBO can be used in a full-sale or draw-down bond scenario provided this latter structure is acceptable to the Issuer.

Floating Rate:

A rate of LIBOR Daily Floating Rate + 235 basis points prior to the Conversion Date.

Fixed Rate:

Interest will accrue on the Bonds at a fixed rate beginning on the Conversion Date, and that rate will remain in effect for 17 years after the Conversion Date (the "Fixed Rate Period"). The fixed rate will be determined immediately prior to Bond closing based upon 10 year swap rate + 238 bps. The Bank estimates that, were the Note rate fixed as of the date of this letter, the rate would be approximately 4.95 percent (4.95%). THIS RATE IS INDICATIVE ONLY AND THE ACTUAL RATE MAY DIFFER. Interest is payable monthly during the Fixed Rate Period. Note: This rate does not include annual issuer and trustee fees). 10 year swap rate may be tracked at: http://www.federalreserve.gov/releases/h15/update/

Permanent Term:

Amortizing obligation with principal and interest payable in equal monthly payments starting 30 months after closing, irrespective of date of Stabilization. Amortization will be over a 30-year period. The Bank's obligation ends after year 17 of the Fixed Rate Period. Following year 17, the Bank can "put" the Bonds for mandatory redemption or reset the rate for the remaining term of the bonds, and the Borrower may redeem the Bonds at its option, without a premium.

National Church Residences September 10, 2014

Page 3

Pre-Payment:

No prepayment prior to the end of year 17 of the Fixed Rate Period. Borrower shall also indemnify Bank against any losses arising from the toyability of the interest on the Bands.

taxability of the interest on the Bonds.

Issuer/Trustee Fees:

Borrower will pay all costs of issuance, including, without limitation, any upfront and/or ongoing issuer fees, all bond counsel fees, Issuer's counsel fees, if any, and all fees to the Trustee to close the issuance of the Bonds and administer the Bonds. These fees are not included in the above stated rates.

Financing Fees:

75 bps origination fee (\$77,063) payable on initial Bond closing. Conversion Fee of \$10,000 payable on the Conversion date.

Developer Fee:

Subject to full underwriting

LIHTC Equity:

The partnership agreement must obligate the tax credit investor to make equity payments into the project on a schedule acceptable to the Bank.

Interim Income:

To be applied towards outstanding interest.

Loan to Value:

80% of the Bank's collateral value. Collateral includes the completed and stabilized restricted value of the subject real estate as determined by the appraiser.

Reserves:

Borrower shall maintain at all times a replacement reserve in an amount acceptable to Bank. The Borrower will be required to deposit an amount deemed acceptable by the Bank's architect in equal monthly amounts into this reserve. Expenditures from the reserve shall be made only to fund replacement of wom out capital items in accordance with a capital budget to be approved by Bank.

All reserve funds shall be held in accounts at and pledged to the Bank.

Security:

A first priority (i) mortgage and security interest in the Project; (ii) security interest in all personal property used in conjunction with the construction, operation and maintenance of the Project; (iii) assignment of all leases and rents; (iv) assignment of all construction, architect, and engineering contracts; (v) assignment of all permits, licenses and agreements; (vi) assignment of interests in the Borrower; (vii) pledge of reserve accounts;

Environmental

Environmental indemnity to be obtained in form and substance approved by the Bank.

Escrows:

Following the Conversion Date, Borrower will be required to make monthly deposits to the Bank for taxes and insurance. These deposits will be reviewed annually to determine their adequacy and are subject to adjustment.

Fees and

Expenses: Borrower will pay all reasonable costs incurred by the Bank in connection with the financing including, but not limited to, legal,

National Church Residences September 10, 2014

Page 4

environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only) and appraisal. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

Know Your Customer:

Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower's identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

Other Requirements:

All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, legal documentation, insurance, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, proof of tax-exempt status with respect to ad valorem taxes and other terms and conditions as may be required.

Confidentiality:

This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower.

Material Adverse Change:

Bank of America's obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America's ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

National Church Residences September 10, 2014 Page 5

Assumptions made:

The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

Expiration:

This term sheet will expire at 5:00 p.m. September 17th time on that date which is five (5) business days from the date hereof unless you execute this term sheet and return it to us prior to that time, which may be by facsimile transmission. Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank's approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Bal-1 et seq.

Please review the above terms and conditions and feel free to call me with any questions or comments you may have. If you find the above terms and conditions to be acceptable, please indicate so by signing below and returning a faxed copy to my attention by September 17, 2014 along with a good-faith deposit of \$10,000. When you return the signed copy of this letter, please confirm that the Bond amount is acceptable. Upon receipt of the letter and the good-faith deposit, the Bank will proceed with the necessary due diligence to prepare and submit your loan request, provided, however that in any event, this term sheet will finally expire at 5:00 p.m. December 17,2014 time on that date which is ninety (90) days from the date hereof. Your deposit is refundable, less the Bank's out of pocket expenses incurred, should the Bank decline the financing opportunity discussed herein. I look forward to hearing from you and working with you on this and other transactions.

National Church Residences September 10, 2014

Page 6

If you have any questions or comments, please do not hesitate to give me a call at (202) 442-7595.

Sincerely,

Derrick Perkins

Senior Vice President

Bank of America
730 15th Street NW
Washington, DC 20005
202.442.7595 (ph)

Please submit a loan application as outlined above:

Title:

Date:

Attachment

9

Not Provided

Attachment 10



National Church Residences EXCELLENCE THAT TRANSFORMS LIVES

PREFERRED PROVIDER AGREEMENT

Walnes Parmel Clas + Honey Suni 35) 5 Palm Hub Chy ("Facility"), located at 5862 See Force Dr. collectively, the "Parties"). In consideration of the mutual promises and cover	ffective Date") by and between
care services to individuals and Facility is a housing individuals. High-quality personal and health care residents ("Residents"), who tend to face challer health, and chronic illnesses. As such, Facility de Preferred Provider, who will be designated as a prefacility, so long as Preferred Provider agrees to described in this Agreement. The goal behind to increasing the overall well-being of Residents; (be department visits; (c) avoiding and/or delaying satisfaction; (e) facilitating greater Resident accessisting Facility in monitoring that Residents recession forming to United States Department of House to utilize HUD housing to improve resident quaspecifically acknowledges that it will not directly affiliates in connection with this Agreement or a	an organization that provides personal and/or health grovider that provides housing to certain low-income a services are essential for the well-being of Facility's nees such as low income, lack of family support, poor esires to enter into a collaborative relationship with referred provider of the land that th
 Terms & Conditions. The parties agree to compl ("Terms & Conditions"), which is attached and inc 	y with all terms and conditions set forth in <u>Exhibit A</u> orporated into this Agreement by this reference.
IN WITNESS WHEREOF, the Parties have executed written.	this Agreement effective as of the date first above
FACILITY:	PREFERRED PROVIDER:
Dedactory	Mardile
Signature	Signature
Debra Kunz	Signature EMEUTA VARDELEON
Print Name	Print Name
Regional Manager	CED
Title	Title
COLUMBUS/1730165v.3	

EXHIBIT A Terms & Conditions

- Services. Preferred Provider shall provide At. certain personal care and/or health services to Residents who request such services. Preferred Provider shall only provide services when deemed medically appropriate, when a Resident requests such services, and when consistent with all Federal. State and local laws. Both parties recognize that at all times, Residents have a choice as to their personal and/or health care provider. Preferred Provider shall bill Residents and/or other payers, directly for services. Facility shall not be responsible for billing, collection, or payment related to services. In no instance shall Facility assist Preferred Provider in the provision of its services to a Resident. Facility will not be responsible for the payment of any fees or compensation to Preferred Provider in connection with the services provided hereunder.
- A2. Representations, Warranties and Covenants. In consideration of Facility designating Preferred Provider as a preferred provider, Preferred Provider represents and warrants that on the date of this Agreement it meets the following qualifications, and Preferred Provider covenants that at all times after the date of this Agreement It will meet the following qualifications and undertake the following obligations. Failure to do so may lead to the immediate revocation of Preferred Provider's preferential status and permission to provide services at Facility.
 - a. Preferred Provider and its employees and agents comply with, are not under investigation for violations of, and have never been convicted of or sanctioned for violations of any Federal, State and local laws governing the Medicare and Medicaid programs, laws relating to resident/patient abuse or neglect, health care fraud, and laws governing controlled substances.
 - b. Neither Preferred Provider, nor any of Its directors, officers, employees or agents is an ineligible person identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at https://www.epls.gov/) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet http://oig.hhs.gov/fraud/exclusions.asp) (or any successor internet sites). In the event any of the foregoing persons becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his ineligible person status, Preferred Provider shall (1) Immediately notify

- Facility of such ineligible person status and (2) Facility may immediately terminate this Agreement
- c. Preferred Provider is in good standing, and is not under suspension or subject to any disciplinary proceedings by any federal, state or local department or agency having jurisdiction over its professional activities and is not under any investigation or inquiry by any department or agency for possible disciplinary violations.
- d. Preferred Provider will inform Residents that despite its status as a preferred provider, Residents have the right to receive services from providers of their choice and Preferred Provider will respect such choice when Residents choose to receive services from another provider.
- e. Preferred Provider shall enter into separate, individual written or oral agreements with each Resident of the community for whom Preferred Provider will be providing services. Preferred Provider agrees that such agreements will make it clear that Provider is not affiliated with Facility, that the services are not being provided on behalf of Facility, that Facility is not responsible in any way for services provided by Preferred Provider and, accordingly, Facility has no liability whatsoever for any claims that a Resident may have against Preferred Provider in connection with such services.
- f. Preferred Provider shall require fingerprint and criminal records checks of all Preferred Provider personnel providing services to Residents.
- g. Preferred Provider shall provide Facility, upon request, with written assurance that personnel working on its property have not been convicted of or pleaded guilty to an offense that prohibits them from providing direct care to an older adult.
- Preferred Provider shall verify applicable licenses, accreditations, work history and professional references of the personnel providing services to Residents.
- Preferred Provider shall ensure that its personnel assigned to Residents comply with applicable training and health requirements.
- Preferred Provider agrees to meet or exceed written mutually agreed-upon quality or performance measures for services provided and

- to abide by all of Facility's policies and procedures.
- k. Preferred Provider agrees to consistently provide reliable high-quality services to Facility's Residents and to maintain reasonable availability to provide services in a timely manner when requested.
- Preferred Provider agrees not to take (and will cause its employees and agents not to take) action which is intended, or would reasonably be expected, to harm Facility's, or any related entity's, reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity of Facility, or any related entity.
- m. Preferred Provider agrees that it shall not in any way interfere with or cause disturbance to the use and quiet enjoyment of any portion of the Facility by its employees or any Resident thereof.
- n. Preferred Provider shall, during the term of this Agreement, maintain, at its own expense, general liability and professional liability insurance. Such general liability insurance and professional liability insurance policies shall each have limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. Preferred Provider shall furnish Facility with a certificate of insurance evidencing the maintenance in full force of the insurance coverage required herein, upon request and shall notify Facility thirty (30) days prior to any material change in or termination of insurance coverage.
- o. If Preferred Provider is a covered entity as defined in the 1996 Health Information Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, it agrees to comply with all applicable aspects of HIPAA in the provision of items or services pursuant to this Agreement and to be financially responsible for all aspects of compliance.
- p. Preferred Provider and Facility agree that in the event that Facility agrees to permit Preferred Provider to use space at Facility's property to provide services to Residents, the Preferred Provider's use and temporary occupancy of any such space shall not constitute a commercial or residential lease.
- q. Preferred Provider, with Residents consent, shall immediately report any emergency, accident, injury or material change in health condition of a Resident to Facility, including but not limited to

- the transport of any Resident to the hospital or doctor in the event of emergency.
- Preferred Provider shall immediately report any suspected abuse, neglect or exploitation of a Resident to Facility.
- s. Preferred Provider shall immediately report to Facility any damage to the property of Facility.
- t. Preferred Provider shall be liable for any damage to Facility or to the property of any Resident caused by Preferred Provider including the costs of any material and labor related to repairing any such damage.
- u. Preferred Provider shall be liable for any injury to any Resident or employee of Facility caused by Preferred Provider's negligence or failure to perform the services in accordance with the standards set forth herein, including any and all costs and expenses caused by or resulting from any such injury.
- v. Preferred Provider shall promptly provide notice to Facility of any audit, search warrant, subpoena, complaint, or regulatory notice which Preferred Provider receives that could reasonably affect Preferred Provider's status with respect to its ability to provide services, or Preferred Provider's ability to bill for services provided. Notice shall be provided by Preferred Provider within twenty-four (24) hours of receipt, and must enclose a copy of any correspondence or documentation received.
- A3. Preferred Provider Designation. During the term of this Agreement, Facility may identify Preferred Provider in its marketing and Internal materials as a "preferred provider" of services at its properties and Preferred Provider may likewise identify itself as a preferred provider to Facility in its own marketing and internal materials. Preferred Provider shall obtain Facility's prior written approval before any use of its name in any such materials. Nothing in this Agreement shall be construed as giving Preferred Provider any rights to advertise on Facility's properties. This Agreement and the preferred provider designation shall not be deemed an endorsement of the Preferred Provider by the U.S. Department of Housing and Urban Development or any state or local agency that may subsidize or regulate the property, Facility may include in any marketing or referral materials provided to residents a disclaimer indicating that this Agreement and Facility's marketing and referral do not constitute an endorsement by such regulatory agencies.

A4. Term & Termination. This Agreement will be effective for a period of one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year periods unless and until terminated by either Party. To the extent that this Agreement is automatically renewed, each such renewal term will be upon the same terms and conditions of the immediately preceding renewal

This Agreement may be terminated by either Party with or without cause upon thirty (30) days advance written notice to the other Party. Preferred Provider's designation as a preferred provider may be revoked by Facility immediately in its sole discretion, at any time, for any reason or for no reason at all.

- Indemnification. Preferred Provider agrees to indemnify and hold Facility (including Facility's Board of Directors, individually and collectively, and its owners, officers, members, directors, affiliates, parent companies, subsidiaries, employees, agents, and other representatives, individually and collectively) harmless from and against all claims. liabilities, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and fines from any governmental agency or expenses incurred in appealing a governmental citation, audit, or investigation, brought against Facility due to Preferred Provider's, or its employees', agents', independent contractors', subcontractors', actions or inactions in connection with this Agreement, provision of services to Residents, breach of this Agreement, breach of other duties, negligence or willful misconduct.
- A6. Limitation of Liability. It is the stated intent of both parties that nothing contained in this Agreement is or shall be construed as Facility's endorsement of any act of Preferred Provider or its employees or agents and nothing in this Agreement shall be construed as imputing or transferring any responsibility for Preferred Provider's actions or inactions to Facility. Facility shall not be liable to Preferred Provider or any other person under contract, tort or any other theory for special, incidental, indirect or consequential damages of any character or for lost profits or revenue.
- A7. Confidentiality. Preferred Provider acknowledges that all information provided by Facility and its employees, officers, attorneys, agents and representatives or otherwise made available to Preferred Provider constitutes confidential and proprietary information and includes trade secrets of Facility ("Confidential Information"). Confidential Information does not include information that is

generally available to the public or information that is already in the possession of, or independently developed by Preferred Provider on a non-confidential basis. Preferred Provider shall keep and take all steps necessary to protect and keep Confidential Information strictly confidential and shall direct and cause its employees and agents to keep Confidential Information confidential. Preferred Provider shall not disclose or use any Confidential Information for any purpose outside the scope of this Agreement, except with Facility's prior written consent.

A8. Notices. Any notice, demand, or communication required, permitted or desired to be given hereunder shall be deemed effectively given when mailed by prepaid certified mail, return receipt requested, to the addresses on the signature page of this Agreement. Any notice not so delivered in accordance with this section shall not constitute notice to the other party. Any party may change its address by giving notice in accordance with the provisions of this section.

Preferred Provider shall designate an individual to serve as the primary contact for coordination and supervision of this Agreement.

- Ag. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Facility is located. Any dispute arising out of or related to this Agreement must be brought in Federal or State court in the county with which Facility is located, and the Parties consent to the exclusive jurisdiction and venue of such forum.
- A10. Compliance with Law. During the term of this Agreement, Preferred Provider shall comply with all applicable Federal, State and local laws and regulations, including but not limited to, all applicable billing and claims submission laws and regulations.

Preferred Provider shall notify Facility immediately, if it becomes aware of any material, non-customary inquiry or investigation by the government of its business operations, unless prohibited from doing so by law.

Both parties agree that neither party is under an obligation to refer or steer Residents or business to the other party as a result of this Agreement and that Preferred Provider is not owned or affiliated with Facility. Both parties acknowledge and agree that this Agreement is in no way intended to be a referral arrangement, an inducement to refer, kickback, bribe, or otherwise takes into account the volume or value of referrals, or related to or is in return for any

referral of patients. Neither party shall enter into any agreement with another party that would constitute an illegal referral or kickback arrangement under the federal Medicare/Medicaid Anti-Fraud and Anti-Kickback Statute or any other applicable federal or State law. Nothing in this Agreement is, or should be construed, as a representation that a minimum number of Residents will decide to receive services from Preferred Provider. Facility is under no obligation to advertise Preferred Provider's services to its Residents and shall simply present Preferred Provider as one of multiple options for services for those Residents that inquire regarding the services Preferred Provider offers.

A10. Miscellaneous. (a) No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however, that this Agreement may be assigned by Facility to any affiliate or subsidiary of Facility or a successor entity operating Facility, and such assignment shall forever release Facility hereunder. (b) The walver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof. (c) In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. (d) Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of

all words shall include the singular and plural. (e) This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded. (f) This Agreement may only be amended, modified, waived or discharged by the written consent of both parties. (g) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. (h) Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Agreement is in effect. (f) Neither party shall use the name, logo, symbol or trademark of the other party in any promotional material, unless review and approval of the intended use is first obtained in writing from the party whose name is to be used. (1) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. (k) The duties of the parties in the following sections (and any subsections thereof) of this Agreement shall survive the termination of the Agreement: Confidentiality, Indemnification, Limitation Liability, Notices, Governing Law, and Compliance with Law.

EXHIBIT 5

2014-111 SAIL RFA - All Applications

SAIL Funding Balance	64,408,800.00
Family Demographic Funding Balance	46,830,000.00
Elderly Demographic Funding Balance	17,578,800.00
Total ELI Funding	-

Small County Funding Balance	6,440,880.00
Medium County Funding Balance	23,831,256.00
Large County Funding Balance	34,136,664.00

Application Number	Name of Developmen	County	County Size	Name of Contact Pers	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELI Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demograpi Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	If Miami-Dade County Local Gov't Contribut amount	Florida Job Creation Preference	Lottery Number
Eligible Appl	lications																			
2014-4095	Garden Trail	Pinellas	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	NC	F	76	\$4,100,000.00	\$185,700.00	Y	Y	Y	0	23.0	Y	\$53,947.37	\$0.00	Y	27
2014-4105	Oakridge at Palmetto	Manatee	М	Matthew Rieger	HTG Oakridge Developer, LLC	A/R	F	144	\$5,000,000.00	\$385,600.00	Y	Y	Y	0	23.0	Y	\$34,722.22	\$0.00	Y	28
2014-4115	Orangewood Village Apartments	St. Lucie	м	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	F	60	\$1,739,000.00	\$143,400.00	Y	¥	Y	0	23.0	Y	\$28,983.33	\$0.00	Y	30
2014-4125	Spring Manor	Marion	м	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	F	160	\$4,398,240.00	\$233,600.00	Y	Y	Y	0	23.0	Y	\$27,489.00	\$0.00	Y	2
2014-4155	Superior Manor Apartments	Miami-Dade	Ł	Elon J. Metoyer	New Urban Development, LLC; Brookstone Partners, LLC	NC	E	139	\$5,000,000.00	\$462,000.00	Υ	Y	Y	0	23.0	NA	\$35,971.22	\$4,170,000.00	Y	7
2014-4168	Lake Worth Commons	Palm Beach	Ł	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	NC	F	120	\$4,666,680.00	\$453,000.00	Y	Y	Y	D	23.0	Y	\$38,889.00	\$0.00	Υ	8
2014-4175	Brookside Square	Pinellas	l.	Shawn Wilson	Brookside Redevelopment Associates, LLC	A/R	F	142	\$4,400,000.00	\$383,600.00	Υ	Y	Υ	0	23.0	Y	\$30,985.92	\$0.00	Y	10
2014-4185	Caribbean Village	Miami-Dade	L	David O. Deutch	Pinnacle Housing Group, LLC; South Miami Heights Community Development Corporation	NC	£	82	\$5,000,000.00	\$362,400.00	Y	Y	Y	0	23.0	NA	\$60,975.61	\$5,000,000.00	Y	12
2014-419S	Brookside Village	Lee	м	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	F	50	\$1,989,000.00	\$145,300.00	Υ	Y	Υ	0	23.0	Y	\$39,780.00	\$0.00	Υ	13

2014-111 SAIL RFA - All Applications

pplication Number	vame of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELi Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	If Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number
2014-4205	Stevens Duval	Duval	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	E	52	\$1,800,000.00	\$183,600.00	Y	Y	Y	0	23.0	Y	\$34,615.38	\$0.00	Y	15
2014-421S	Oasis at Renaissance Preserve	Lee	М	Dorethia L. Garland	Integral Development LLC; Southwest Florida Affordable Housing Choice Foundation, Inc.	Redev.	E	100	\$2,489,000.00	\$207,500.00	Y	Y	Y	0	23.0	Y	\$24,890.00	\$0.00	Y	17
2014-4225	The Villages Apartments, Phase I	Mîami-Dade	L	Elon J. Metoyer	New Urban Development, LLC; CSG Development Services II, LLC	NC	F	150	\$5,000,000.00	\$636,500.00	Υ	Y	¥	0	23.0	NA	\$33,333.33	\$5,427,258.76	Y	18
2014-4235	Mount Carmel Gardens	Duval	L	Steven C., Hydinger	BREC Development, LLC	A/ETP	ETP	207	\$4,010,087.00	\$1,968,900.00	Y	Y	Y	0	51.0	Y	\$19,372.40	\$0.00	Y	20
2014-4245	Laurel Hills	Orange	L	Thomas F. Flynn	Flynn Development Corporation	A/R	£	102	\$2,000,000.00	\$253,000.00	Y	Y	Y	0	23.0	Y	\$19,607.84	\$0.00	Y	22
2014-4255	Residences at Crystal Lake	Broward	L	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	F	92	\$5,000,000.00	\$457,600.00	Υ	Y	Y	0	23.0	Y	\$54,347.83	\$0.00	Y	23
2014-4265	Cathedral Terrace	Duval	L	Shawn Wilson	Cathedral Terrace Redevelopment Associates, LLC	A/R	E	240	\$3,200,000.00	\$734,400.00	Υ	Y	Y	0	23.0	Y	\$13,333.33	\$0.00	Y	25
2014-4285	Cypress View Apartments	Hernando	M	Matthew Rieger	HCHA Omaha Developer, LLC; HTG Omaha Developer, LLC	NC	E	92	\$2,750,000.00	\$219,700.00	Y	Υ	Y	0	23.0	Y	\$29,891.30	\$0.00	Y	14
2014-4295	Royal Palm Place	Palm Beach	L	Francisco A. Rojo	Landmark Development Corp.; Baobab Development, Inc.	Redev.	F	125	\$4,750,000.00	\$495,900.00	Y	Y	Y	0	23.0	Y	\$38,000.00	\$0.00	Υ	19
2014-4325*	Prospect Towers	Pinellas	L	Megan S. Carr	Prospect Towers of Clearwater, Inc.; Sunshine Development Group, LLC	A/R	E	205	\$4,225,358.80	\$452,100.00	Y	Y	Y	0	23.0	N	\$20,611.51	\$0.00	Υ	4
2014-4335	Valencia Grove	Lake	М	Matthew Rieger	HTG Valencia Developer, LLC	NC	F	144	\$5,000,000.00	\$383,600.00	Y	Y	Y	0	23.0	Y	\$34,722.22	\$0.00	Y	21
2014-4365	Anderson Terrace Apartments	Orange	L	Matthew Rieger	HTG Anderson Developer, LLC	NC	F	144	\$5,000,000.00	\$383,600.00	Y	Y	Y	0	23.0	Y	\$34,722.22	\$0.00	Y	6
2014-4375**	Orchid Estates	Miami-Dade	L	Lewis Swezy	Lewis Swezy; RS Development Corp.	NC	F	74	\$4,250,000.00	\$296,400.00	Y	Y	Y	0	23.0	NA	\$57,432.43	\$0.00	Y	11
2014-4385**	La Joya Estates	Miami-Dade	L	Lewis Swezy	Lewis Swezy; RS Development Corp.	NC	F	100	\$5,000,000.00	\$385,000.00	Y	Y	Y	0	23.0	NA	\$50,000.00	\$0.00	Y	16

2014-111 SAIL RFA - All Applications

Application Number	Name of Development	County	County Size	Name of Contact Person	Name of Developers	Dev Category	Demo. Commitment	Total Set Aside Units	SAIL Request	ELI Request	Eligible For Funding?	Meets the Geographic Funding Test	Meets the Demographic Funding Test	County Award Tally	Total Points	Per Unit Construction Funding Preference	SAIL Request per Set- Aside	if Miami-Dade County, Local Gov't Contribution amount	Florida Job Creation Preference	Lottery Number
Ineligible Ap	plications														,			1		·
2014-4135	Keys Crossing	Miami-Dade	L	Francisco A. Rojo	Landmark Development Corp.; Affordable Housing Solutions for Florida, Inc.	NC	F	104	\$5,000,000.00	\$483,400.00	N	Y	Y	0	16.5	NA	\$48,076.92	\$0.00	Y	3
2014-4145	Landings Port Richey Senior Housing	Pasco	м	Joe Hali	National Church Residences Corporation	A/ETP	ETP	187	\$7,000,000.00	\$1,431,800.00	N	Y	Y	0	57.0	Y	\$37,433.16	\$0.00	Y	5
2014-4275	Hacienda de Ybor	Hillsborough	L	Brianne E. Heffner	Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.	A/R	E	99	\$3,102,836.00	\$205,500.00	N	Y	Y	0	23.0	Y	\$31,341.78	\$0.00	Y	9
2014-4305	Crane Creek Apartments	Brevard	м	Rodger L Brown, Jr.	Preservation of Affordable Housing, LLC	A/R	ε	162	\$4,040,280.00	\$490,500.00	N	Y	Y	0	23.0	Y	\$24,940.00	\$0.00	Y	24
2014-4315	Trinity Towers East	Brevard	М	Rodger L. Brown, Jr.	Preservation of Affordable Housing, LLC	A/R	E	141	\$3,875,000.00	\$436,000.00	N	Υ	Υ	0	23.0	Y	\$27,482.27	\$0.00	Y	29
2014-434\$	Martin Fine Villas	Miami-Dade	ı	Alberto Milo, Jr.	Martin Fine Villas Developer, LLC	Redev.	E	100	\$5,000,000.00	\$330,000.00	N	Y	Y	0	23.0	NA	\$50,000.00	\$6,125,500.00	Y	26
2014-4355	Courtside Family	Miami-Dade	L	Matthew Rieger	AMC HTG 1 Developer, LLC	NC	F	84	\$3,000,000.00	\$385,000.00	N	Y	Y	0	23.0	NA	\$35,714.29	\$7,500,000.00	Y	1

^{*}SAIL Request Amount was adjusted during scoring. This also affected the SAIL Request Per Set-Aside Unit tie-breaker calculation

On October 30, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

^{**}ELI Request Amount was adjusted during scoring

		RFA 2014-111 SAIL w/ Bonds and Non-Competitive credits
App. Number	Development Name	Scoring Issue
2014-414\$	Landings Port Richey Senior Housing	The Purchase Agreement provided as evidence of site control references a Schedule 1.2 and 8.3 as "attached". However, neither Schedule was provided. Therefore the contract is considered incomplete.
2014-427S	Hacienda de Ybor	The legal description provided as Exhibit A to the Purchase Agreement is illegible.
2014-430\$	Crane Creek Apartments	A Purchase Agreement dated March 5, 2014 was provided but did not meet the closing date requirements of the RFA. The First Amendment provided extends the closing date but references a February 3, 2014 Purchase Agreement, which was not provided. The closing date provided in the First Amendment does not amend the March 5, 2014 Agreement. As such, the Agreement provided as evidence of site control does not meet the closing date requirements of the RFA.
2014-431S	Trinity Towers East	The Purchase Agreement provided references Exhibit A as "attached hereto". However no Exhibit A was provided. Therefore the contract is considered incomplete.



Elizabeth O'Neill Expalud O'Null

RFA 2014-1	L11 SAIL w/ ETP Goal					,		- 	7			,
Analization H	Development Name	Name of Applicant	Name of Developer(s)	2.a. Name of An	2.b. Applicant to	C. Principals f.	2.d. Contact Perc	3.a.(1) Name of	3.a.(2) Develope	3.a.(3) Develona	3.b.(1) Memt Co.	3.b.(2) Mgmt co exm
Application #	Development Name	Name of Applicant	Southport Development, Inc. dba Southport		 `` `	1 10	1 -	1 ~	1	1	f	<u>f</u>
2014-4095	Garden Trail	Garden Trail Apartments 2013 LLC	Development Services, Inc.	Y	lγ	Y	Y	Y	Υ	Υ	Υ	γ
2014-4105	Oakridge at Palmetto	HTG Oakridge, LLC	HTG Oakridge Developer, LLC	Y	Y	Y	Y	γ	Υ	Y	Y	Y
			Southport Development, Inc. dba Southport		1	T	1	1			1	
2014-4115	Orangewood Village Apartments	Orange Apartments LLC	Development Services, Inc.	Y	Y	Y	Y	Υ	Υ	Υ	Υ	Υ
2014-4125	Spring Manor	SP SM Apartments LLC	Southport Development, Inc. dba Southport Devel	ΙďΥ	Y	γ	Υ	Υ	Υ	Υ	Υ	γ
		Andreas Andrea	Landmark Development Corp.		1		•	1		1		
2014-4135	Keys Crossing	Keys Crossing, Ltd.	Affordable Housing Solutions for Florida, Inc.	Υ	γ	γ	Υ	γ	Υ	Υ	Υ	Υ
		Landings Port Richey Senior Housing Limited			1		1	1			T	
2014-414S - *ETP	Landings Port Richey Senior Housing	Partnership	National Church Residences Corporation	Υ	Y	Υ	Υ	γ	Υ	N	Y	Υ
and the second s			New Urban Development, LLC				ĺ			1		
2014-4155	Superior Manor Apartments	Superior Manor Apartments, LLC	Brookstone Partners, LLC	Υ	Υ	Υ	γ	Υ	Υ	Υ	Υ	Υ
			Southport Development, Inc. dba Southport									
2014-4165	Lake Worth Commons	SP BP Apartments LLC	Development Services, Inc.	Y	Υ	Υ	У	γ	Υ	Υ	Υ	Υ
2014-4175	Brookside Square	Brookside Tax Credit, Ltd.	Brookside Redevelopment Associates, LLC	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
			Pinnacle Housing Group, LLC									
			South Miami Heights Community Development					l				
014-4185	Caribbean Village	Caribbean Village, Ltd.	Corporation	Υ	Υ	Υ	γ	Υ	Υ	Υ	Υ	Υ
			Southport Development, Inc. dba Southport									
014-4195	Brookside Village	SP BV Apartments LLC	Development Services, Inc.	Y	Υ	Y	Υ	Υ	Υ	Y	Υ	Y
			Southport Development, Inc. dba Southport									
014-4205	Stevens Duval	SP SD Apartments LLC	Development Services, Inc.	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Y
			Integral Development LLC									
			Southwest Florida Affordable Housing Choice		-							
014-4215	Oasis at Renaissance Preserve	Oasis At Renaissance Preserve LP	Foundation, Inc.	Y	Υ	Υ	Y	Υ	ĮY	Υ	Υ	Y
			New Urban Development, LLC	1								
014-4225	The Villages Apartments, Phase I	The Village Miami Phase I, Ltd.	CSG Development Services II, LLC	Y	Υ	Υ	Y	Υ	Y	Y	ĮY.	Y
014-4235 - *ETP	Mount Carmel Gardens	MCG Senior Apartments, LLC	BREC Development, LLC	Υ	Y	Υ	Y	Υ	Y	Y	Υ	Y
014-4245	Laurel Hills	LHAR LP	Flynn Development Corporation	Y	Υ	Υ	Υ	Υ	Y	Υ	Υ	l ^Y
2014-4255	Residences at Crystal Lake	Crystal Lakes Housing Partners, LP	NuRock Development Partners, Inc.	Υ	Y	Y	<u> Y</u>	Y	Y	Υ	у	У
014-426S	Cathedral Terrace	Cathedral Terrace 2, Ltd.	Cathedral Terrace Redevelopment Associates, LLC	Υ	Υ	Y	Y	Y	Y	Y	Y	Y
	-4	#####################################				***********	***************************************	A		·*		

Application #	Development Name	Name of Applicant	Name of Developer(s)	2.a. Name of Amer	2.b. Applicant los	2c. Principals fr.	2.d. Contact Pers	3.4.(1) Name of		3.a.(3) Develope	3.b.(1) Memt co.	3.b.(2) Mgmt co.o.	experience
			Southport Development, Inc. dba Southport										
2014-4275	Hacienda de Ybor	SP Hacienda LLC	Development Services, Inc.	Y	Υ	ΙΥ	Υ	Υ	Υ	Y	Y	<u> Y</u>	
	Name of the state		HCHA Omaha Developer, LLC			1							1
2014-4285	Cypress View Apartments	HTG Omaha, Ltd.	HTG Omaha Developer, LLC	Υ	Y	Υ	Υ	γ	Y	Υ	Υ	Υ	
		00000000000000000000000000000000000000	Landmark Development Corp.			1							1
2014-4295	Royal Palm Place	Royal Palm Place, Ltd.	Baobab Development, Inc.	γ	Υ	Υ	Υ	Υ	Y	Υ	Y	Υ	
2014-4305	Crane Creek Apartments	Crane Creek Preservation Associates, LLLP	Preservation of Affordable Housing, LLC	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ	Υ	
2014-4315	Trinity Towers East	Trinity Towers East Preservation Associates, LLLP	Preservation of Affordable Housing, LLC	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	
	11111111111111111111111111111111111111		Prospect Towers of Clearwater, Inc.				·						
2014-4325	Prospect Towers	PT Housing Group, LLC	Sunshine Development Group, LLC	Y	Υ	Υ	Υ	Υ	Υ	γ	У	Υ	Í
2014-4335	Valencia Grove	HTG Valencia, LLC	HTG Valencia Developer, LLC	Y	γ	Υ	Υ	γ	γ	Υ	Υ	Y	ĺ
2014-4345	Martin Fine Villas	Martin Fine Villas, UC	Martin Fine Villas Developer, LLC	Y	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ	ĺ
2014-435\$	Courtside Family Apartments	AMC HTG 1, LTD.	AMC HTG 1 Developer, LLC	У	У	Υ	Υ	Υ	Υ	Υ	Υ	γ	1
2014-4365	Anderson Terrace Apartments	HTG Anderson, LLC	HTG Anderson Developer, LLC	Y	γ	Υ	Y	Υ	Υ	Y	Υ	Υ	j
		17.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	Lewis Swezy									1	Í
2014-4375	Orchid Estates	Orchid Estates, Ltd.	RS Development Corp.	Y	γ	Υ	Υ	Υ	Υ	Y	Υ	Υ	l
		9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Lewis Swezy										ĺ
2014-438S	La Joya Estates	La Joya Estates, Ltd.	RS Development Corp.	Υ	Υ	Υ	Υ	Y	Υ	Υ	Υ	Υ	ĺ

Failures: Application 2014-4145 for Landings Port Richey Senior Housing: The Applicant did not provide the name of a Principal with the required Developer Experience as required by section 3.a.(3) of the RFA.

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4095	2014-4105	2014-4115	2014-4125
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Garden Trail	Oakridge at Palmetto	Orangewood Village Apartments	Spring Manor
Submission Requirements Met (Section Three A and Five)	Eligibility	Amy G.	Y	Y	Y	Y
Points awarded for Applications with the Family	or Elderly (ALF or non-					
ALF) Demographic Commitment						
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	18
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	5
5 points) Total Points	23		23	23	23	23
Points awarded for Applications with the Elderly		Autoritational Entere	1 23	1 23	23	1 23 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Preservation Demographic Commitment	iransiormative					
10. Experience Developing Affordable Housing			1	T		1
(up to 5 points)	Point item	Bill A.				
11.a. Experience operating and managing Elderly rental housing with Supportive Services (up to	Point item	Nancy				
10 points) 11.b. 24 hour support to assist residents in	Point item					
handling urgent issues (up to 5 points)		Bill A.		 		
12. Enhanced resident community-based services, program and benefits coordination (up	Point item	DIII A.				
to 15 points)	roint item					
13. On-site health and wellness services (up to						
20 points)	Point item	Nancy				
14. Access to community-based services and	Point item	Elaine				
resources (up to 15 points)		Liaine				
Total Points	70			<u> </u>		-
Minimum Total Score of 49 Points met	Eligibil	ity		1		
Mandatory and Eligibility Requirements						
1. Domographic Commitment colocted	Mandaton		Тү	T Y	Ιγ	Τγ
Demographic Commitment selected If ETP, minimum number of points met (Section	Mandatory	1			†	
Five)	Eligibility		N/A	N/A	N/A	N/A
1.c If ETP, Demographic Commitment Conditions	Eligibility	Bill C.	N/A	N/A	N/A	N/A
met	cugionity	1	14/7	19/2	17/	IN/A
1.c.(1) If ETP, total set-aside percentage stated	Mandatory		N/A	N/A	N/A	N/A
1.c.(2) If ETP, description of Subpopulation to be served	Mandatory	Nancy	N/A	N/A	N/A	N/A
2.a. Applicant Name provided	Mandatory		Y	Y	Y	Y
2.b. Evidence that Applicant is a legally formed			Υ	Υ	γ	Y
entity provided	Mandatory		1	ī	1	
2.c. Applicant & Developer Principals provided	Mandatory		Y	Y	Y	Υ
2.d. Contact information provided	Mandatory		Y	Y	Y	Y
3.a.(1) Developer Names provided	Mandatory	Libby	Y	Y	Y	Y
3.a.(2) Evidence that Developer is a legally	Mandatory		Y	Y	Y	Y
formed entity provided		4	Y	Y	Y	
3.a.(3) Prior Developer experience provided 3.b.(1) Name of Management Company	Mandatory Mandatory	1	Y	Y	Y	\ \ \ \ \
provided 3.b.(2) Prior General Management Company	Mandatory	1	Y	Y	Y	Y
experience provided		+	- 	Y	Y	
4.a. Development Name provided 4.b.(1) Development County provided	Mandatory Mandatory	-	Y	Y	Y	Y
4.b.(1) Development county provided 4.b.(2) Development address provided	Mandatory		Y	Y	Y	Y
4.c.(1) Total number of units provided	Mandatory	1	Y	Y	Y	Y
4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable	Mandatory	Bill C.	Y	Y	Y	Y
	Mandatasi	4	Y	 	Y	- Y
4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory Mandatory	-	Y	T Y	Y	
4.f. Unit Mix provided	Mandatory	-	Y	Y	Y	
		1	T Y	T Y	T Y	 '
5. Evidence of Site Control provided	Mandatory	Amv G.		1 '	,	
5. Evidence of Site Control provided 6.a. If Redevelopment, number of rental	Mandatory Mandatory	Amy G.	Y	Y	Y	Y

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4095	2014-4105	2014-4115	2014-4125
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Garden Trail	Oakridge at Palmetto	Orangewood Village Apartments	Spring Manor
6.b. If Redevelopment, Redevelopment						
confirmation that Development meets the	Mandatory	Heather	Y	Y	Y	Y
definition provided						
6.c. If Redevelopment or Rehab, occupied units question answered?	Mandatory		Y	Y	Y	Y
6.d. Development Type provided, if applicable	Mandatory		Y	Y	Y	Y
6.f. Minimum additional Green Building Features selected, if applicable	Mandatory	Bill C.	Y	Y	Y	Y
6.g. Minimum Resident programs selected, if applicable	Mandatory	BIII C.	Y	Y	Y	Y
7. Total set-aside breakdown chart correctly filled out, if applicable	Mandatory		Y	Y	Υ	Y
LDA Development Conditions met, if applicable (Section Four, A.7.c.)	Eligibility		Y	Y	Y	Y
Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2))	Eligibility	1	Y	Y	Y	Y
Minimum Transit Score met, if applicable (Section Four, A.8.b.(2))	Eligibility	Heather	Υ	Y	Y	Y
8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.d.)	Eligibility		Y	Y	Y	Y
15.a. Request Amount provided	Mandatory		Y	Y	Y	Y
15.a.(1) Eligible SAIL request amount meets minimum request amount, if applicable	Eligibility		N/A	N/A	N/A	N/A
15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable	Mandatory	Kevin T.	Y	Y	Y	Y
15.c.(2) Development Cost Pro Forma free from shortfalls	Mandatory		Y	Y	Y	Y
TDC less than or equal to TDC Limitation (Exhibit D. 1.d.)	Eligibility		Y	Y	Y	Y
16. Applicant Cert Signed	Mandatory	Bill C.	Y	Y	Y	Y
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Y	Y	Y
All Mandatory Elements Met?		Yes or No	Y	Y	Y	Y
All Eligibility Requirements Met?		Yes or No	Υ	Υ	Y	Y
Total Points Awarded	23 or	70	23	23	23	23
Tie-Breakers						
15.e. Per Unit Construction Funding Preference, if applicable (Y/N)	Tie-Breaker	Kevin T.	Y	Y	Y	Y
Florida Job Creation Preference (Y/N)	Tie-Breaker	T COMP 1.	Υ	Y	Y	Y
Lottery Number	Tie-Bre	aker	27	28	30	2

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4135	2014-4145	2014-4155
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Keys Crossing	Landings Port Richey Senior Housing	Superior Manor Apartments
Submission Requirements Met (Section Three A and Five)	Eligibility	Amy G.	Y	Υ	Υ
Points awarded for Applications with the Family	or Elderly (ALF or non-		<u> </u>		1
ALF) Demographic Commitment 8. Proximity Points (up to 18 points)	Point item	Heather	11.5		18
9. Local Government Contribution points (up to					
5 points)	Point item	Kevin T.	5		5
Total Points	23		16.5		23
Points awarded for Applications with the Elderly	Transformative				
Preservation Demographic Commitment					,
10. Experience Developing Affordable Housing (up to 5 points)	Point item	Bill A.		5	
11.a. Experience operating and managing Elderly rental housing with Supportive Services (up to 10 points)	Point item	Nancy		9	
11.b. 24 hour support to assist residents in handling urgent issues (up to 5 points)	Point item			5	
12. Enhanced resident community-based services, program and benefits coordination (up to 15 points)	Point item	Bill A .		12	
13. On-site health and wellness services (up to 20 points)	Point item	Nancy		16	
14. Access to community-based services and resources (up to 15 points)	Point item	Elaine		10	
Total Points	70	L		57	
Minimum Total Score of 49 Points met	Eligibili	ty		Y	
Mandatory and Eligibility Requirements					T
Demographic Commitment selected If ETP, minimum number of points met (Section	Mandatory		Y	Υ	Y
Five) 1.c If ETP, Demographic Commitment Conditions	Eligibility	Bill C.	N/A	Y	N/A
met	Eligibility		N/A	Y	N/A
1.c.(1) If ETP, total set-aside percentage stated	Mandatory		N/A	Y	N/A
1.c.(2) If ETP, description of Subpopulation to be served	Mandatory	Nancy	N/A	Y	N/A
2.a. Applicant Name provided	Mandatory		Y	Υ	Υ
2.b. Evidence that Applicant is a legally formed entity provided	Mandatory		Y	Y	Y
2.c. Applicant & Developer Principals provided	Mandatory		Y	Υ	Y
2.d. Contact information provided	Mandatory		Y	Y	Y
3.a.(1) Developer Names provided	Mandatory	Libby	Y	Y	Y
3.a.(2) Evidence that Developer is a legally formed entity provided	Mandatory	,	Y	Y	Y
3.a.(3) Prior Developer experience provided 3.b.(1) Name of Management Company	Mandatory Mandatory		Y	N Y	Y
provided 3.b.(2) Prior General Management Company	Mandatory		Y	Y	Y
experience provided	·	<u> </u>			
4.a. Development Name provided	Mandatory	4	Y	Y	Y
4.b.(1) Development address provided	Mandatory	-	Y	Y	Y
4.b.(2) Development address provided 4.c.(1) Total number of units provided	Mandatory Mandatory	-		Y	+ Y
4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable	Mandatory	Bill C.	Y	Y	Y
4.d. Number of Buildings provided	Mandatory	1	<u>-</u>	Y	
4.e. Development category qualifications met	Mandatory	1	T Y	Y	Ÿ
4.f. Unit Mix provided	Mandatory		Y	Y	Y
5. Evidence of Site Control provided	Mandatory	Amy G.	Y	N	Υ
6.a. If Redevelopment, number of rental assistance units provided	Mandatory		Y	Υ	Υ

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4135	2014-4145	2014-4155
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Keys Crossing	Landings Port Richey Senior Housing	Superior Manor Apartments
6.b. If Redevelopment, Redevelopment	Mandatan	Heather	γ	Y	Y
confirmation that Development meets the definition provided	Mandatory	neather	7	î	
6.c. If Redevelopment or Rehab, occupied units question answered?	Mandatory		Y	Υ	Y
6.d. Development Type provided, if applicable	Mandatory		Y	Y	Y
6.f. Minimum additional Green Building Features selected, if applicable	Mandatory	B.W. G	Y	Y	Υ
6.g. Minimum Resident programs selected, if applicable	Mandatory	Bill C.	Y	Y	Y
7. Total set-aside breakdown chart correctly filled out, if applicable	Mandatory		Y	Y	Y
LDA Development Conditions met, if applicable (Section Four, A.7.c.)	Eligibility		Y	Y	, Y
Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2))	Eligibility	Heather	N	Y	Y
Minimum Transit Score met, if applicable (Section Four, A.8.b.(2))	Eligibility		Y	Y	Y
8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.d.)	Eligibility		Y	Y	Υ
15.a. Request Amount provided	Mandatory		Y	Y	Y
15.a.(1) Eligible SAIL request amount meets minimum request amount, if applicable	Eligibility	A de la Angeles de la Carte de	Y	N/A	Υ
15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable	Mandatory	Kevin T.	Y	Y	Y
15.c.(2) Development Cost Pro Forma free from shortfalls	Mandatory		Υ	Y	Y
TDC less than or equal to TDC Limitation (Exhibit D. 1.d.)	Eligibility		Υ	Υ	Y
16. Applicant Cert Signed	Mandatory	Bill C.	Y	Y	Y
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Y	Y
All Mandatory Elements Met?		Yes or No	Υ	N	Υ
All Eligibility Requirements Met?		Yes or No	N	N	Y
Total Points Awarded	23 or	70	16.5	57	23
Tie-Breakers					
15.e. Per Unit Construction Funding Preference, if applicable (Y/N)	Tie-Breaker	Kevin T.	Y	Y	Y
Florida Job Creation Preference (Y/N)	Tie-Breaker		Y	Y	Y
Lottery Number	Tie-Bre	aker	3	5	7

SAIL RFA Scoring Items	Mandatory, Eligibility	A	2014-4165	2014-4175	2014-4185	2014-4195
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Lake Worth Commons	Brookside Square	Caribbean Village	Brookside Village
Submission Requirements Met (Section Three A and Five)	Eligibility	Amy G.	Y	Υ	Υ	Y
Points awarded for Applications with the Family	or Elderly (ALF or non-					
ALF) Demographic Commitment			T	r		Γ
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	18
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	5
5 points) Total Points	23		23	23	23	23
Points awarded for Applications with the Elderly			1			
Preservation Demographic Commitment						
10. Experience Developing Affordable Housing	8	C:U A				
(up to 5 points)	Point item	Bill A.				
11.a. Experience operating and managing Elderly					,	
rental housing with Supportive Services (up to	Point item	Nancy	1			
10 points)				ļ	<u> </u>	ļ
11.b. 24 hour support to assist residents in	Point item					
handling urgent issues (up to 5 points) 12. Enhanced resident community-based		Bill A.			 	<u> </u>
services, program and benefits coordination (up	Point item	Din A.				
to 15 points)	1 onic icenii					
13. On-site health and wellness services (up to	0.1.1.1.	B1				
20 points)	Point item	Nancy				
14. Access to community-based services and	Point item	Elaine				
resources (up to 15 points)		2101110			<u> </u>	<u> </u>
Total Points	70	.		 		<u> </u>
Minimum Total Score of 49 Points met	Eligibili	ty		1		L
Mandatory and Eligibility Requirements						
			Y	Τγ	Тү	Ιγ
Demographic Commitment selected If ETP, minimum number of points met (Section	Mandatory					
Five)	Eligibility		N/A	N/A	N/A	N/A
1.c If ETP, Demographic Commitment Conditions	et de la	Bill C.	N/A	N/A	N/A	N/A
met	Eligibility		N/A	IN/A	IN/A	IN/A
1.c.(1) If ETP, total set-aside percentage stated	Mandatory		N/A	N/A	N/A	N/A
	Witamaatory			1		
1.c.(2) If ETP, description of Subpopulation to be	Mandatory	Nancy	N/A	N/A	N/A	N/A
served	Mandatory		Y	 	 	
2.a. Applicant Name provided 2.b. Evidence that Applicant is a legally formed	Mandatory					
entity provided	Mandatory		Y	Y	Y	Υ
					· ·	\ \ \ \ \
2.c. Applicant & Developer Principals provided	Mandatory		Y	Y	Y	Y
2.d. Contact information provided	Mandatory		Y	Y	Y	Y
3.a.(1) Developer Names provided	Mandatory	Libby	Y	Y	Y	<u> </u>
3.a.(2) Evidence that Developer is a legally	Mandatory	1	Y	Y	Y	Y
formed entity provided			\	 	 	Y
3.a.(3) Prior Developer experience provided 3.b.(1) Name of Management Company	Mandatory	1		<u> </u>		
provided	Mandatory		Y	Y	Y	Y
3.b.(2) Prior General Management Company		1		†		†
experience provided	Mandatory		Y	Y	Y	Y
4.a. Development Name provided	Mandatory		Y	Υ	Υ	Υ
4.b.(1) Development County provided	Mandatory	1	Υ	Υ	Y	Y
4.b.(2) Development address provided	Mandatory	1	Y	Y	Y	Y
4.c.(1) Total number of units provided	Mandatory	4	Y	Y	<u> </u>	Y
4.c.(2) New Construction Units and/or Rehab		Bill C.	.,		\ \ \	Y
	Mandatory		Y	Y	Y	'
Units breakdown provided, if applicable		4	Y	Y	 	
	Mandatory	1		1 ,	1 '	
4.d. Number of Buildings provided	Mandatory			Y	Y	Y
4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory	-	Y	Y	Y	Y
4.d. Number of Buildings provided 4.e. Development category qualifications met 4.f. Unit Mix provided		Amy G.	Υ			
4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory Mandatory	Amy G.	Y	Υ	Y	Υ

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4165	2014-4175	2014-4185	2014-4195
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Lake Worth Commons	Brookside Square	Caribbean Village	Brookside Village
6.b. If Redevelopment, Redevelopment						
confirmation that Development meets the definition provided	Mandatory	Heather	Y	Y	Y	Y
6.c. If Redevelopment or Rehab, occupied units question answered?	Mandatory		Y	Y	Y	Y
6.d. Development Type provided, if applicable	Mandatory		Y	Υ	Υ	Y
6.f. Minimum additional Green Building Features selected, if applicable	Mandatory	Dill C	Y	Y	Y	Y
6.g. Minimum Resident programs selected, if applicable	Mandatory	Bill C.	Y	Y	Υ	Y
7. Total set-aside breakdown chart correctly filled out, if applicable	Mandatory		Y	Y	Y	Y
LDA Development Conditions met, if applicable (Section Four, A.7.c.)	Eligibility		Y	Υ	Y	Y
Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2))	Eligibility	Heather	Y	Y	Y	Y
Minimum Transit Score met, if applicable (Section Four, A.8.b.(2))	Eligibility		Y	Y	Υ	Y
8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.d.)	Eligibility		Y	Y	Y	Υ
15.a. Request Amount provided	Mandatory		Υ	Y	Y	Υ
15.a.(1) Eligible SAIL request amount meets minimum request amount, if applicable	Eligibility		N/A	N/A	Y	N/A
15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable	Mandatory	Kevin T.	Y	Y	Y	Y
15.c.(2) Development Cost Pro Forma free from shortfalls	Mandatory		Y	Y	Y	Υ
TDC less than or equal to TDC Limitation (Exhibit D. 1.d.)	Eligibility		Y	Y	Y	Υ
16. Applicant Cert Signed	Mandatory	Bill C.	Y	Y	Y	Y
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Y	Y	Y
All Mandatory Elements Met?		Yes or No	Y	Υ	Υ	Y
All Eligibility Requirements Met?		Yes or No	Y	Υ	Y	Y
Total Points Awarded	23 or	70	23	23	23	23
Tie-Breakers						
15.e. Per Unit Construction Funding Preference, if applicable (Y/N)	Tie-Breaker	Kevin T.	Y	Y	Y	Y
Florida Job Creation Preference (Y/N)	Tie-Breaker		Y	Y	Y	Y
Lottery Number	Tie-Brea	aker	8	10	12	13

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4205	2014-4215	2014-4225	2014-4235
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Stevens Duval	Oasis at Renaissance Preserve	The Villages Apartments, Phase I	Mount Carmel Gardens
Submission Requirements Met (Section Three A and Five)	Eligibility	Amy G.	Y	Y	Υ	Y
Points awarded for Applications with the Family	or Elderly (ALF or non-					
ALF) Demographic Commitment			T			Τ
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	
5 points) Total Points	23	L	23	23	23	
Points awarded for Applications with the Elderly			1			<u> </u>
Preservation Demographic Commitment						
10. Experience Developing Affordable Housing (up to 5 points)	Point item	Bill A.				3
11.a. Experience operating and managing Elderly rental housing with Supportive Services (up to	Point item	Nancy				8
10 points) 11.b. 24 hour support to assist residents in	Point item					4
handling urgent issues (up to 5 points)		D:II A				
12. Enhanced resident community-based services, program and benefits coordination (up to 15 points)	Point item	Bill A.				13
13. On-site health and wellness services (up to 20 points)	Point item	Nancy				14
14. Access to community-based services and resources (up to 15 points)	Point item	Elaine				9
Total Points	70					51
Minimum Total Score of 49 Points met	Eligibil	ity				Y
Mandatory and Eligibility Requirements			_	_	_	
Demographic Commitment selected If ETP, minimum number of points met (Section	Mandatory Eligibility		N/A	N/A	Y N/A	Y
Five 1.c If ETP, Demographic Commitment Conditions	Eligibility	Bill C.	N/A	N/A	N/A	Y
1.c.(1) If ETP, total set-aside percentage stated	Mandatory	Nancy Bill A. Nancy Elaine	N/A	N/A	N/A	Y
1.c.(2) If ETP, description of Subpopulation to be served	Mandatory	Nancy	N/A	N/A	N/A	Y
2.a. Applicant Name provided	Mandatory		Y	Y	Y	Y
2.b. Evidence that Applicant is a legally formed entity provided	Mandatory		Υ	Y	Y	Y
2.c. Applicant & Developer Principals provided	Mandatory		Y	Y	Υ	Y
2.d. Contact information provided	Mandatory	4	Y	Y	Y	Y
3.a.(1) Developer Names provided 3.a.(2) Evidence that Developer is a legally	Mandatory Mandatory	Libby	Y	Y	Y	Y
formed entity provided 3.a.(3) Prior Developer experience provided	Mandatory	-	Y	 	Y	
3.b.(1) Name of Management Company	Mandatory	+	Y	Y	Y	Y
3.b.(2) Prior General Management Company experience provided	Mandatory	1	Y	Y	Y	Y
4.a. Development Name provided	Mandatory		Y	Υ	Υ	Y
4.b.(1) Development County provided	Mandatory	4	Υ	Y	Y	Υ
4.b.(2) Development address provided	Mandatory	4	Y	¥ .	Y	Y
4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab	Mandatory Mandatory	Bill C.	Y	Y	Y	Y
Units breakdown provided, if applicable 4.d. Number of Buildings provided	Mandatory	-	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	, , , , , , , , , , , , , , , , , , ,	<u>'</u>	Y
4.e. Development category qualifications met	Mandatory	-	Y	Y	Y	Y
4.f. Unit Mix provided	Mandatory	1	T Y	Y	Y	Y
5. Evidence of Site Control provided	Mandatory	Amy G.	Y	Y	Ÿ	Ý
6.a. If Redevelopment, number of rental assistance units provided	Mandatory		Y	Y	Y	Y

Development Name Requirement, Point Item, or Tie-Breaker? Reporter Stevens Duval Renaissance Preserve Apartments, Phase I Controllory, Reporter Stevens Duval Renaissance Preserve Apartments, Phase I V Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	SAIL RFA Scoring Items	Mandatory, Eligibility		2014-420S	2014-4215	2014-4225	2014-4235
confirmation that Development meets the definition provided (6 if Redevelopment or Rehab, occupied units question answered? 6.d. Development Type provided, if applicable 6.f. Minimum additional Green Building Features selected, if applicable 6.g. Minimum Resident programs selected, if applicable 6.g. Minimum Resident programs selected, if applicable 6.g. Minimum Resident programs selected, if applicable 6.g. Minimum Proximity Score met, if applicable (Section Four, A.7.c.) Minimum Proximity Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Minimum Transt Score met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement met, if applicable (Section Four, A.3.b.(2)) Sc. Mandatory Distance Requirement Mandatory (Mandatory (Mandatory Mandatory (Mandatory (Mandatory Mandatory (Mandatory (Mandatory (Mandatory (Mandatory (Mandatory (M	Development Name	Requirement, Point	•	Stevens Duval	Renaissance	Apartments,	Mount Carmel Gardens
definition provided 6. c. If Redevelopment or Rehab, occupied units question answered? 6.d. Development Type provided, if applicable 6.f. Minimum additional Green Building Features selected, if applicable 6.f. Minimum Resident programs selected, if applicable 6.f. Minimum Prass selected, if applicable 6.f. Mandatory Distance Requirement met, if applicable 6.f. Minimum Prass selected, if applicable 6.f. Minimum Prass selected, if applicable 6.f. Mandatory Distance Requirement met, if applicable All Mandatory 7	6.b. If Redevelopment, Redevelopment						
5.c. If Redevelopment or Rehab, occupied units question answered? 6.f. Mevelopment Type provided, if applicable 6.f. Minimum additional Green Building Features selected, if applicable 6.g. Minimum Resident programs selected, if applicable 6.g. Mandatory 8 Bill C. 7 Y Y Y 9 Y 9 Y 9 Y 9 Y 9 Y 9 Y 9 Y 9 Y 9	confirmation that Development meets the	Mandatory	Heather	Y	Y	Y	Y
question answered? 6.d. Development Type provided, if applicable 6.f. Minimum additional Green Building Features selected, if applicable 6.g. Minimum Resident programs selected, if applicable 6.g. Minimum Resident programs selected, if applicable 6.g. Minimum Resident programs selected, if applicable Control of the selected of the							
6.d. Development Type provided, if applicable 6.f. Minimum additional Green Building Features selected, if applicable 6.g. Minimum Resident programs selected, if applicable 7. Total set-aside breakdown chart correctly filled out, if applicable IDA Development Conditions met, if applicable IDA Deve	·	Mandatory		Y	Υ	Y	Y
6.f. Minimum additional Green Building Features selected, if applicable 6, g. Minimum Resident programs selected, if applicable 7. Total set-aside breakdown chart correctly Mandatory 8. Total set-aside breakdown chart correctly Mandatory 9. Total policable (Section Four, A.7.c.) 8. Description of the section Four, A.8. Description of the sect	question answered?					<u> </u>	
selected, if applicable 6.g. Minimum Resident programs selected, if applicable 7. Total set-aside breakdown chart correctly filled out, if applicable 1. DA Development Conditions met, if applicable (Section Four, A.7.c.) Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Section Four, A.8.b.(2)) Mandatory Section Four, A.8.b.(2)) Section Four, A.8.b.(2)) Mandatory Y Y Y Y Y Y Y Y Y Y Y Y Y	6.d. Development Type provided, if applicable	Mandatory		Y	Y	Y	Y
6.g. Minimum Resident programs selected, if applicable 7. Total set-aside breakdown chart correctly filled out, if applicable (Section Four, A.7.c.) 1. Mandatory 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	_	Mandatory	D:II C	Y	Y	Y	Y
7. Total set-aside breakdown chart correctly filled out, if applicable LDA Development Conditions met, if applicable (Section Four, A.7.c.) Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2)) Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2)) 8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.b.) 15.a. Request Amount provided Mandatory 15.a.(1) Eligibile SAIL request amount meets Minimum request amount, if applicable 15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable 15.c.(2) Development Cost Pro Forma free from Shortfalls TDC less than or equal to TDC Limitation (Exhibit Eligibility D. 1.d.) 16. Applicant Cert Signed Mandatory Mandatory Eligibility Mandatory Mandato		Mandatory	BIII Ç.	Y	Y	Y	Y
LDA Development Conditions met, if applicable (Section Four, A.7.c.) Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) S.c. (Mandatory Distance Requirement met, if applicable (Section Four, A.8.b.(2)) 15.a. Request Amount provided (Mandatory) Mandatory (Mand	7. Total set-aside breakdown chart correctly filled out, if applicable	Mandatory		Y	Y	Y	Y
Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2)) Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) Section Four, A.8.b.(2) Y Y Y Y Y Y Y Y Y Y Y Y Y	LDA Development Conditions met, if applicable	Eligibility		Y	Y	Y	Y
Minimum Transit Score met, if applicable (Section Four, A.8.b.(2)) 8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.d.) 15.a. Request Amount provided Mandatory 15.a. (1) Eligible SALL request amount meets minimum request amount, if applicable 15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable 15.c.(2) Development Cost Pro Forma free from shortfalls 15.c.(2) Development Cost Pro Forma free from shortfalls 15.c.(3) Request Amount, if applicable 15.c.(4) Non-Competitive Application and applicable has been submitted by 9/29/14, if applicable 15.c.(2) Development Cost Pro Forma free from shortfalls 15.c.(2) Development Cost Pro Forma free from shortfalls 15.c.(3) Development Cost Pro Forma free from shortfalls 16. Applicant Cert Signed Mandatory Bill C. Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	Minimum Proximity Score met, if applicable	Eligibility		Y	Y	Y	Y
8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.d.) 15.a. Request Amount provided Mandatory 15.a. (1) Eligible SAIL request amount meets minimum request amount, if applicable 15.c. (4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable 15.c. (2) Development Cost Pro Forma free from shortfalls 15.c. (2) Development Cost Pro Forma free from shortfalls 15.c. (3) Development Cost Pro Forma free from shortfalls 16. Applicant Cert Signed Mandatory Bill C. Y Y Y Y 16. Applicant Cert Signed Mandatory Bill C. Y Y Y Y 16. All Mandatory Elements Met? 17. Y Y Y 18. All Eligibility Requirements Met? 18. Or Non-Competitive Application (Exhibit Eligibility Kenny Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant Applicant Applicant Cert Signed Mandatory Bill C. Y Y Y Y 18. Or Non-Competitive Applicant A	Minimum Transit Score met, if applicable	Eligibility	Heather	Y	Y	Y	Y
15.a. Request Amount provided Mandatory 15.a. (1) Eligible SAIL request amount meets minimum request amount, if applicable 15.c. (4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable 15.c. (2) Development Cost Pro Forma free from shortfalls TDC less than or equal to TDC Limitation (Exhibit D. 1.d.) 16. Applicant Cert Signed Mandatory Bill C. Y Y Financial Arrears Met (Section Five) Eligibility Kenny Y All Mandatory Elements Met? All Eligibility Requirements Met? Total Points Awarded 15.a. Request Amount provided NAndatory Eligibility N/A	8.c. Mandatory Distance Requirement met, if	Eligibility		Υ	Υ	Y	Y
15.a.(1) Eligible SAIL request amount meets minimum request amount, if applicable 15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable 15.c.(2) Development Cost Pro Forma free from shortfalls TDC less than or equal to TDC Limitation (Exhibit D. 1.d.) 16. Applicant Cert Signed Mandatory Bill C. Y Y Y All Mandatory Section Five) Eligibility Kenny Y All Mandatory Elements Met? Yes or No Y All Eligibility Requirements Met? Total Points Awarded Tie-Breakers 15.e. Per Unit Construction Funding Preference, Tie-Breaker		Mandatory	<u> </u>	Y	Y	Y	Y
15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable 15.c.(2) Development Cost Pro Forma free from shortfalls TDC less than or equal to TDC Limitation (Exhibit D. 1.d.) 16. Applicant Cert Signed Mandatory Bill C. Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	15.a.(1) Eligible SAIL request amount meets			N/A	N/A	Y	N/A
15.c.(2) Development Cost Pro Forma free from shortfalls TDC less than or equal to TDC Limitation (Exhibit D. 1.d.) 16. Applicant Cert Signed Mandatory Bill C. Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	15.c.(4) Non-Competitive Application and applicable Application fee has been submitted	Mandatory	Kevin T.	Y	Y	Y	Y
TDC less than or equal to TDC Limitation (Exhibit D. 1.d.) 16. Applicant Cert Signed Mandatory Bill C. Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	15.c.(2) Development Cost Pro Forma free from	Mandatory		Y	Y	Y	Y
16. Applicant Cert Signed Mandatory Bill C. Y Y Y Financial Arrears Met (Section Five) Eligibility Kenny Y Y All Mandatory Elements Met? Yes or No Y Y Y All Eligibility Requirements Met? Yes or No Y Y Y Total Points Awarded 23 or 70 23 23 23 55 Tie-Breakers 15.e. Per Unit Construction Funding Preference, Tie-Breaker Y Y Y		Eligibility		Y	Y	Y	Y
Financial Arrears Met (Section Five) Eligibility Kenny Y Y Y All Mandatory Elements Met? All Eligibility Requirements Met? Yes or No Y Y Y Y Total Points Awarded 23 or 70 23 23 23 5 Tie-Breakers 15.e. Per Unit Construction Funding Preference, Tie-Breaker Tie-Breaker		Mandatory	Bill C.	Y	Y	Y	Y
All Mandatory Elements Met? All Eligibility Requirements Met? Total Points Awarded Tie-Breakers 15.e. Per Unit Construction Funding Preference, Tie-Breaker Tie-Breaker Tie-Breaker Tie-Breaker Tie-Breaker Tie-Breaker		Eligibility	Kenny	Y			Y
Total Points Awarded 23 or 70 23 23 23 5 Tie-Breakers 15.e. Per Unit Construction Funding Preference, Tie-Breaker Y Y Y	<u> </u>		Yes or No	Y	Y		Y
Tie-Breakers 15.e. Per Unit Construction Funding Preference, Tie-Breaker Y Y Y	All Eligibility Requirements Met?		Yes or No				Υ
15.e. Per Unit Construction Funding Preference, Tie-Breaker Y Y Y	Total Points Awarded	23 or	70	23	23	23	51
l le-Breaker Y Y Y Y Y Y Y Y Y	Tie-Breakers						
		Tie-Breaker	Kevin T	Y	Y	Y	Y
		Tie-Breaker]	Υ	Y	Y	Y
Lottery Number Tie-Breaker 15 17 18 2	Lottery Number	Tie-Brei	Kevin T. Bill C. Kenny Yes or No Yes or No r 70 Kevin T.	15	17	18	20

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4245	2014-4255	2014-4265	2014-4275
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Laurel Hills	Residences at Crystal Lake	Cathedral Terrace	Hacienda de Ybor
Submission Requirements Met (Section Three A	Eligibility	Amy G.	Y	Υ	Y	Y
and Five) Points awarded for Applications with the Family	or Elderly / Al E or non-	•	1			L
ALF) Demographic Commitment	or cidenty (Act of fion-					
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	18
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	5
5 points)		ICVIII I.]	
Total Points	23		23	23	23	23
Points awarded for Applications with the Elderly	Transformative					
Preservation Demographic Commitment 10. Experience Developing Affordable Housing	Т		T	I		
(up to 5 points)	Point item	Bill A.				
11.a. Experience operating and managing Elderly						
rental housing with Supportive Services (up to	Point item	Nancy				
10 points)						
11.b. 24 hour support to assist residents in	Point item					
handling urgent issues (up to 5 points)	. 2000 (2000)	D:H A			ļ	
12. Enhanced resident community-based	Point item	Bill A.				
services, program and benefits coordination (up	Point item					
to 15 points) 13. On-site health and wellness services (up to				†	<u> </u>	<u> </u>
20 points)	Point item	Nancy				
14. Access to community-based services and	Point item	Elaine				
resources (up to 15 points)		Liaille		<u> </u>		
Total Points	70					
Minimum Total Score of 49 Points met	Eligibili	ty		L		
Mandatory and Eligibility Requirements						
1. Domographic Commitment relacted	Mandatory		Тү	Тү	Тү	Тү
Demographic Commitment selected If ETP, minimum number of points met (Section						1
Five)	Eligibility		N/A	N/A	N/A	N/A
1.c If ETP, Demographic Commitment Conditions	Eligibility	Bill C.	N/A	N/A	N/A	N/A
met	Lingionity			 	ļ	
1.c.(1) If ETP, total set-aside percentage stated	Mandatory		N/A	N/A	N/A	N/A
1.c.(2) If ETP, description of Subpopulation to be			-		 	
served	Mandatory	Nancy	N/A	N/A	N/A	N/A
2.a. Applicant Name provided	Mandatory		Y	Y	Υ	Υ
2.b. Evidence that Applicant is a legally formed	Mandatory		Y	Y	Y	Y
entity provided	iviandatory		<u> </u>		<u> </u>	<u> </u>
2.c. Applicant & Developer Principals provided	Mandatory		Y	Y	Υ	Υ
			Y	 	Y	Y
2.d. Contact information provided 3.a.(1) Developer Names provided	Mandatory Mandatory		Y	 	 '	
3.a.(2) Evidence that Developer is a legally		Libby			†	
formed entity provided	Mandatory		Y	Y	Y	Y
3.a.(3) Prior Developer experience provided	Mandatory		Y	Y	Y	Υ
3.b.(1) Name of Management Company	Mandatory		Υ	Y	Y	Y
provided	i i i i i i i i i i i i i i i i i i i		ļ	 	 	<u> </u>
3.b.(2) Prior General Management Company	Mandatory		Y	Y	Y	Y
experience provided 4.a. Development Name provided	Mandatory		 Y	 	Y	Y
4.b.(1) Development County provided	Mandatory		Y	T Y	Y	Y
4.b.(2) Development address provided	Mandatory]	Υ	Y	Y	Y
4.c.(1) Total number of units provided	Mandatory]	Υ	Y	Y	Y
4.c.(2) New Construction Units and/or Rehab		Bill C.				
Units breakdown provided, if applicable	Mandatory] 5	Y	Y	Y	Y
	NA	-		Y	 	
4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory Mandatory	1	Y	Y	Y	+ -
4.f. Unit Mix provided	Mandatory	1	Y	Y	 	Y
Evidence of Site Control provided	Mandatory	Amy G.	Ÿ	Ÿ	Y	N
	4				1	
6.a. If Redevelopment, number of rental	Mandatory		Y	Y	Y	Υ

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4245	2014-4255	2014-4265	2014-4275
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Laurel Hills	Residences at Crystal Lake	1	Hacienda de Ybor
5.b. If Redevelopment, Redevelopment						.,
confirmation that Development meets the	Mandatory	Heather	Y	Y	Y	Y
definition provided						-
6.c. If Redevelopment or Rehab, occupied units	Mandatory		Y	Y	Y	Y
question answered?	,				 	
6.d. Development Type provided, if applicable	Mandatory		Y	Υ	Y	Y
6.f. Minimum additional Green Building Features	Mandatory		Υ	Υ	Y	Y
selected, if applicable		Bill C.			 	
6.g. Minimum Resident programs selected, if	Mandatory		Y	Y	Y	Y
applicable 7. Total set-aside breakdown chart correctly						1
	Mandatory		Y	Y	Y	Y
filled out, if applicable LDA Development Conditions met, if applicable				.,	Y	γ
(Section Four, A.7.c.)	Eligibility		Y	Y	Y	1
Minimum Proximity Score met, if applicable	-11 TE 112.	1	Υ	Y	Y	Υ
(Section Four, A.8.b.(2))	Eligibility	Heather	Y	1	<u>'</u>	<u> </u>
Minimum Transit Score met, if applicable	Fliability	Пеаспе	Υ	Y	Y	l y
(Section Four, A.8.b.(2))	Eligibility		'	` `	<u> </u>	
8.c. Mandatory Distance Requirement met, if	Eligibility		l y	Y	Y	Y
applicable (Section Four, A.8.d.)	· .				+	
15.a. Request Amount provided	Mandatory	1	Y	<u> </u>	<u> Ү</u>	
15.a.(1) Eligible SAIL request amount meets	Eligibility		N/A	N/A	N/A	N/A
minimum request amount, if applicable		4		1	 	
15.c.(4) Non-Competitive Application and	Mandatory		Y	\ Y	Y	Y
applicable Application fee has been submitted	ivialidatory	Kevin T.	1			
by 9/29/14, if applicable 15.c.(2) Development Cost Pro Forma free from		1		.,	Y	Y
shortfalls	Mandatory		Y	Y	Y	, T
TDC less than or equal to TDC Limitation (Exhibit	page 11 /10 g	1	Υ	Y	Y	Y
D. 1.d.)	Eligibility		Y			
16. Applicant Cert Signed	Mandatory	Bill C.	Υ	Y	Y	Y
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Υ	Y	Y
All Mandatory Elements Met?		Yes or No	Y	Y	Y	N
All Eligibility Requirements Met?		Yes or No	Y	Y	Y 22	N 23
Total Points Awarded	23 or	//	23	23	23	1 43
Tie-Breakers						
15.e. Per Unit Construction Funding Preference,	Tie-Breaker		Υ	Y	Υ	Υ
if applicable (Y/N)	170 0700.07	Kevin T.				
Florida Job Creation Preference (Y/N)	Tie-Breaker		Y	Y	Y	Y
Lottery Number	Tie-Bre	aker	22	23	25	9

SAIL RFA Scoring Items	Mandatory, Eligibility	Constitute	2014-4285	2014-4295	2014-4305	2014-4315
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Cypress View Apartments	Royal Palm Place	Crane Creek Apartments	Trinity Towers East
Submission Requirements Met (Section Three A	Eligibility	Amy G.	Y	Υ	Y	Y
Points awarded for Applications with the Family of ALF) Demographic Commitment	or Elderly (ALF or non-					
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	18
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	5
5 points) Total Points	23		23	23	23	23
Points awarded for Applications with the Elderly			1		,	
Preservation Demographic Commitment	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
10. Experience Developing Affordable Housing	Point item	Bill A.				
(up to 5 points) 11.a. Experience operating and managing Elderly rental housing with Supportive Services (up to	Point item	Nancy				
10 points)	r ome item	rvancy				
11.b. 24 hour support to assist residents in handling urgent issues (up to 5 points)	Point item	Bill A.				
12. Enhanced resident community-based services, program and benefits coordination (up to 15 points)	Point item	DIII A.				
13. On-site health and wellness services (up to 20 points)	Point item	Nancy				
14. Access to community-based services and resources (up to 15 points)	Point item	Elaine				
Total Points	70					
Minimum Total Score of 49 Points met	Eligibil	ity				
Demographic Commitment selected If ETP, minimum number of points met (Section	Mandatory		Y N/A	Y N/A	Y N/A	Y N/A
Five) 1.c If ETP, Demographic Commitment Conditions	Eligibility	Bill C.	N/A N/A	N/A N/A	N/A	N/A
met	Eligibility		N/A	N/A	N/A	N/A
1.c.(1) If ETP, total set-aside percentage stated 1.c.(2) If ETP, description of Subpopulation to be	Mandatory	Nangu		N/A	N/A	N/A
served	Mandatory	Nancy	N/A			
2.a. Applicant Name provided	Mandatory		Y	Y	Y	
2.b. Evidence that Applicant is a legally formed entity provided	Mandatory		Y	Y	Y	Y
2.c. Applicant & Developer Principals provided	Mandatory		Υ	Y	Y	Y
2.d. Contact information provided	Mandatory	4	Y	Y	Y	Y
3.a.(1) Developer Names provided 3.a.(2) Evidence that Developer is a legally	Mandatory Mandatory	Libby	Y	Y	Y	Y
formed entity provided		-		 	Y	Y
3.a.(3) Prior Developer experience provided 3.b.(1) Name of Management Company	Mandatory Mandatory	-	Y	' Y	Y	Y
3.b.(2) Prior General Management Company	Mandatory	1	Y	Y	Y	Y
experience provided 4.a. Development Name provided	Mandatory			Y	 	
4.b.(1) Development County provided	Mandatory	1	Y	Y	Y	Y
4.b.(2) Development address provided	Mandatory]	Υ	Υ	Y	Υ
4.c.(1) Total number of units provided	Mandatory		Y	Y	Y	Y
4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable	Mandatory	Bill C.	Υ	Υ	Y	Y
· ·	Mandatory	1	Y	Y	Y	Y
4 d. Number of Buildings provided		┥	Y	Ÿ	Y	Y
4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory					
4.d. Number of Buildings provided 4.e. Development category qualifications met 4.f. Unit Mix provided	_		Y	Y	Y	Υ
4.e. Development category qualifications met	Mandatory	Amy G.				

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4285	2014-4295	2014-4305	2014-4315
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Cypress View Apartments	Royal Palm Place	Crane Creek Apartments	Trinity Towers East
6.b. If Redevelopment, Redevelopment						
confirmation that Development meets the	Mandatory	Heather	Y	Y	Y	Y
definition provided 6.c. If Redevelopment or Rehab, occupied units question answered?	Mandatory		Υ	Υ	Υ	Y
6.d. Development Type provided, if applicable	Mandatory		Y	Y	Υ	Y
6.f. Minimum additional Green Building Features selected, if applicable	Mandatory	Dill C	Y	Y	Υ	Y
6.g. Minimum Resident programs selected, if applicable	Mandatory	Bill C.	Y	Y	Y	Y
7. Total set-aside breakdown chart correctly filled out, if applicable	Mandatory		Υ	Y	Y	Y
LDA Development Conditions met, if applicable (Section Four, A.7.c.)	Eligibility	- Heather	Y	Y	Y	Y
Minimum Proximity Score met, if applicable (Section Four, A.8.b.(2))	Eligibility		Y	Y	Y	Y
Minimum Transit Score met, if applicable (Section Four, A.8.b.(2))	Eligibility		Y	Y	Y	Y
8.c. Mandatory Distance Requirement met, if applicable (Section Four, A.8.d.)	Eligibility		Y	Y	Y	Y
15.a. Request Amount provided	Mandatory		Y	Y	Y	Y
15.a.(1) Eligible SAIL request amount meets minimum request amount, if applicable	Eligibility		N/A	N/A	N/A	N/A
15.c.(4) Non-Competitive Application and applicable Application fee has been submitted by 9/29/14, if applicable	Mandatory	Kevin T.	Y	Y	Y	Y
15.c.(2) Development Cost Pro Forma free from shortfalls	Mandatory	1	Y	Y	Y	Y
TDC less than or equal to TDC Limitation (Exhibit D. 1.d.)	Eligibility		Y	Y	Y	Y
16. Applicant Cert Signed	Mandatory	Bill C.	Y	Y	Y	Y
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Y	Y	Y
All Mandatory Elements Met?		Yes or No	Y	Y	N	N
All Eligibility Requirements Met?		Yes or No	Y	Y	N	N
Total Points Awarded	23 or	70	23	23	23	23
Tie-Breakers						
15.e. Per Unit Construction Funding Preference, if applicable (Y/N)	Tie-Breaker	Kevin T.	Y	Y	Y	Y
Florida Job Creation Preference (Y/N)	Tie-Breaker		Y	Y	Y	Y
Lottery Number	Tie-Bre	aker	14	19	24	29

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4325	2014-4335	2014-4345	2014-435S
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Prospect Towers	Valencia Grove	Martin Fine Villas	Courtside Family Apartments
Submission Requirements Met (Section Three A and Five)	Eligibility	Amy G.	Y	Y	Y	Y
Points awarded for Applications with the Family of ALF) Demographic Commitment	or Elderly (ALF or non-					
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	18
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	5
5 points) Total Points	23		23	23	23	23
Points awarded for Applications with the Elderly						
Preservation Demographic Commitment	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
10. Experience Developing Affordable Housing	Point item	Bill A.	T			
(up to 5 points) 11.a. Experience operating and managing Elderly						
rental housing with Supportive Services (up to 10 points)	Point item	Nancy				
11.b. 24 hour support to assist residents in handling urgent issues (up to 5 points)	Point item					
12. Enhanced resident community-based services, program and benefits coordination (up to 15 points)	Point item	Bill A.				
13. On-site health and wellness services (up to 20 points)	Point item	Nancy				
14. Access to community-based services and resources (up to 15 points)	Point item	Elaine				
Total Points	70	<u> </u>				
Minimum Total Score of 49 Points met	Eligibil	ty				
Mandatory and Eligibility Requirements 1. Demographic Commitment selected	Mandatory	Γ	Τγ	Ту	Тү	T Y
If ETP, minimum number of points met (Section Five)	Eligibility		N/A	N/A	N/A	N/A
1.c If ETP, Demographic Commitment Conditions met	Eligibility	Bill C.	N/A	N/A	N/A	N/A
1.c.(1) If ETP, total set-aside percentage stated	Mandatory		N/A	N/A	N/A	N/A
1.c.(2) If ETP, description of Subpopulation to be served	Mandatory	Nancy	N/A	N/A	N/A	N/A
2.a. Applicant Name provided	Mandatory		Y	Y	Y	Y
2.b. Evidence that Applicant is a legally formed entity provided	Mandatory		Υ	Y	Y	Y
2.c. Applicant & Developer Principals provided	Mandatory		Υ	Y	Y	Y
2.d. Contact information provided	Mandatory]	Υ	Y	Y	Y
3.a.(1) Developer Names provided	Mandatory	Libby	Y	Y	Y	Y
3.a.(2) Evidence that Developer is a legally formed entity provided	Mandatory		Υ	Y	Y	Y
3.a.(3) Prior Developer experience provided	Mandatory		Y	Y	Y	Υ
3.b.(1) Name of Management Company provided	Mandatory		Y	Y	Y	Y
3.b.(2) Prior General Management Company experience provided	Mandatory		Υ	Y	Υ	Y
4.a. Development Name provided	Mandatory		Y	Y	Y	Υ
4.b.(1) Development County provided	Mandatory	1	Y	Y	Y	Y
4.b.(2) Development address provided	Mandatory	4	Y	Y	Y	Y
4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab	Mandatory Mandatory	Bill C.	Y	Y	Y	Y
Units breakdown provided, if applicable	Mandatory	4	- Y	Y	· ·	· ·
4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory	1	Y	Y	 	Ý
4.f. Unit Mix provided	Mandatory	1	Y	Y	 	Ý
5. Evidence of Site Control provided	Mandatory	Amy G.	Y	T Y	Y	Ý
6.a. If Redevelopment, number of rental	Mandatory		Υ	Y	Y	Y

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4325	2014-4335	2014-4345	2014-435\$
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Prospect Towers	Valencia Grove	Martin Fine Villas	Courtside Family Apartments
6.b. If Redevelopment, Redevelopment						
confirmation that Development meets the	Mandatory	Heather	Y	Υ	Y	Υ
definition provided						
6.c. If Redevelopment or Rehab, occupied units	Mandatory		Y	Y	N	Υ
question answered?	177011000017					
6.d. Development Type provided, if applicable	Mandatory		Y	Y	Y	Y
6.f. Minimum additional Green Building Features	Mandatory		γ	Υ	Υ	Υ
selected, if applicable	ivialidatory	Bill C.	,			
6.g. Minimum Resident programs selected, if	Mandatory	J J.	Y	Υ	Y	Υ
applicable	ivialidatory				<u> </u>	
7. Total set-aside breakdown chart correctly	Mandatory		Y	Y	Y	Υ
filled out, if applicable	ivialidacoly				ļ	
LDA Development Conditions met, if applicable	Eligibility		Y	l y	Y	Y
(Section Four, A.7.c.)	Lingitunity	1	,	<u> </u>	ļ	ļ
Minimum Proximity Score met, if applicable	Eligibility		Y	Y	Y	Y
(Section Four, A.8.b.(2))	Liigibility	Heather				
Minimum Transit Score met, if applicable	Eligibility		Y	Y	Y	Y
(Section Four, A.8.b.(2))	Lingitimity			`		ļ
8.c. Mandatory Distance Requirement met, if	Eligibility		Y	Y	Y	Y
applicable (Section Four, A.8.d.)	<u> </u>			<u> </u>		
15.a. Request Amount provided	Mandatory	1	Y	Υ	Y Y	Y
15.a.(1) Eligible SAIL request amount meets	Eligibility		N/A	N/A	Y	Y
minimum request amount, if applicable	Liigibilicy	1				
15.c.(4) Non-Competitive Application and						
applicable Application fee has been submitted	Mandatory	Kevin T.	Y	Y	Y	N
by 9/29/14, if applicable		-		ļ		
15.c.(2) Development Cost Pro Forma free from	Mandatory		Y	Y	Y	N
shortfalls	,	4				7710-6-786-9-786
TDC less than or equal to TDC Limitation (Exhibit	Eligibility		Y	Y	Y	Y
D. 1.d.)		6.11.6		 	Y	
16. Applicant Cert Signed	Mandatory	Bill C.	Y	Y	 	
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Y	N N	N
All Mandatory Elements Met?		Yes or No	ү ү	 	N N	N N
All Eligibility Requirements Met?	7	Yes or No	23	23	23	23
Total Points Awarded	23 or	70		23	23	
Tie-Breakers						4
15.e. Per Unit Construction Funding Preference, if applicable (Y/N)	Tie-Breaker	Kevin T.	N	Υ	Υ	Y
Florida Job Creation Preference (Y/N)	Tie-Breaker	T NCOMIT	Υ	Y	Υ	Y
Lottery Number	Tie-Bre	aker	4	21	26	1
Lottery Number	11C-Dre	unu1				

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-4365	2014-4375	2014-438\$	# of Applications
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Anderson Terrace Apartments	Orchid Estates	La Joya Estates	that did not meet requirements
Submission Requirements Met (Section Three A and Five)	Eligibility	Amy G.	Y	Υ	Υ	0
Points awarded for Applications with the Family	or Elderly (ALF or non-					
ALF) Demographic Commitment						
8. Proximity Points (up to 18 points)	Point item	Heather	18	18	18	1
9. Local Government Contribution points (up to	Point item	Kevin T.	5	5	5	0
5 points)		KEVIII I.				
Total Points	23		23	23	23	1
Points awarded for Applications with the Elderly	Transformative					
Preservation Demographic Commitment			T	T	r	
10. Experience Developing Affordable Housing	Point item	Bill A.				
(up to 5 points)			<u> </u>			
11.a. Experience operating and managing Elderly rental housing with Supportive Services (up to	Point item	Nancy				
10 points) 11.b. 24 hour support to assist residents in			-			
handling urgent issues (up to 5 points)	Point item					
12. Enhanced resident community-based		Bill A.				
services, program and benefits coordination (up	Point item					
to 15 points)						
13. On-site health and wellness services (up to	Point item	Nancy				
20 points)	r onte tem	ivaricy			<u> </u>	<u> </u>
14. Access to community-based services and	Point item	Elaine				
resources (up to 15 points)		<u>L</u>				-
Total Points	70 Eligibil	:4.,				1 0
Minimum Total Score of 49 Points met	Eligioli	ity		1	l	1 - 5
Mandatory and Eligibility Requirements						
	T Nazzdataz	Ι	Тү	Тү	Тү	Т о
Demographic Commitment selected If ETP, minimum number of points met (Section	Mandatory	-			1	
Five)	Eligibility		N/A	N/A	N/A	0
1.c If ETP, Demographic Commitment Conditions	The state	Bill C.	21/2	N1/A	N1/A	0
met	Eligibility		N/A	N/A	N/A	<u> </u>
1.c.(1) If ETP, total set-aside percentage stated	Mandatory		N/A	N/A	N/A	0
			.,,,,		1,,,,,	
1.c.(2) If ETP, description of Subpopulation to be	Mandatory	Nancy	N/A	N/A	N/A	0
served		ļ			 	1 0
2.a. Applicant Name provided	Mandatory	-	Y	Y	Y	<u> </u>
2.b. Evidence that Applicant is a legally formed	Mandatory		Y	Y	Y	0
entity provided		1	-		<u> </u>	
2.c. Applicant & Developer Principals provided	Mandatory		Y	Y	Y	0
2.d. Contact information provided	Mandatory	1	Y	Y	Y	0
3.a.(1) Developer Names provided	Mandatory	Libby	Y	Y	Y	0
3.a.(2) Evidence that Developer is a legally	Mandatory	Libby	Υ	Y	Y	0
formed entity provided	ivialidatory	_				
3.a.(3) Prior Developer experience provided	Mandatory	4	Y	Y	Y	11
3.b.(1) Name of Management Company provided	Mandatory		Y	Y	Y	0
3.b.(2) Prior General Management Company	Mandatory		Y	Y	Υ	0
experience provided		-	 	 	 	0
4.a. Development Name provided	Mandatory Mandatory	-	Y	Y	+ Y	0
		┥	Y	Y	 '	0
4.b.(1) Development County provided	Mandatory	-1	Y	Y	 '	0
4.b.(1) Development County provided 4.b.(2) Development address provided	Mandatory Mandatory	1				1
4.b.(1) Development County provided 4.b.(2) Development address provided 4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab	Mandatory Mandatory Mandatory	Bill C.	Y	Υ	Υ	0
4.b.(1) Development County provided 4.b.(2) Development address provided 4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable	Mandatory Mandatory	Bill C.				
4.b.(1) Development County provided 4.b.(2) Development address provided 4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable 4.d. Number of Buildings provided	Mandatory Mandatory Mandatory	Bill C.	Y	Y	Y	0
4.b.(1) Development County provided 4.b.(2) Development address provided 4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable 4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory Mandatory Mandatory Mandatory	Bill C.	Y	Y Y	Y	0 0
4.b.(1) Development County provided 4.b.(2) Development address provided 4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable 4.d. Number of Buildings provided 4.e. Development category qualifications met 4.f. Unit Mix provided	Mandatory Mandatory Mandatory Mandatory Mandatory Mandatory		Y Y Y	Y Y Y	Y Y Y	0 0
4.b.(1) Development County provided 4.b.(2) Development address provided 4.c.(1) Total number of units provided 4.c.(2) New Construction Units and/or Rehab Units breakdown provided, if applicable 4.d. Number of Buildings provided 4.e. Development category qualifications met	Mandatory Mandatory Mandatory Mandatory	Bill C. Amy G.	Y	Y Y	Y	0 0

SAIL RFA Scoring Items	Mandatory, Eligibility		2014-436\$	2014-4375	2014-4385	# of Applications
Development Name	Requirement, Point Item, or Tie-Breaker?	Contributor/ Reporter	Anderson Terrace Apartments	Orchid Estates	La Joya Estates	that did not meet requirements
6.b. If Redevelopment, Redevelopment						
confirmation that Development meets the	Mandatory	Heather	Y	Y	Y	0
definition provided				 		-
6.c. If Redevelopment or Rehab, occupied units	Mandatory		Y	Y	Y	1
question answered?			-			
6.d. Development Type provided, if applicable	Mandatory		Y	Υ	Y	0
6.f. Minimum additional Green Building Features selected, if applicable	Mandatory	Bill C.	Y	Y	Y	0
6.g. Minimum Resident programs selected, if applicable	Mandatory	BIII C.	Υ	Y	Y	0
7. Total set-aside breakdown chart correctly	Mandatan		Y	Y	γ	0
filled out, if applicable	Mandatory		<u> </u>		1	Ů,
LDA Development Conditions met, if applicable	Eligibility		Y	Y	Y	0
(Section Four, A.7.c.)	Lingionity				<u>'</u>	
Minimum Proximity Score met, if applicable	Eligibility		Y	Y	Υ	1
(Section Four, A.8.b.(2))	Englowey	Heather				
Minimum Transit Score met, if applicable	Eligibility		Y	Υ	Y	0
(Section Four, A.8.b.(2)) 8.c. Mandatory Distance Requirement met, if				+		
applicable (Section Four, A.8.d.)	Eligibility		Y	Y	Υ	0
15.a. Request Amount provided	Mandatory		Y	Y	Y	0
15.a.(1) Eligible SAIL request amount meets	()		21/2		Υ	0
minimum request amount, if applicable	Eligibility		N/A	Y	Y	0
15.c.(4) Non-Competitive Application and						
applicable Application fee has been submitted	Mandatory	Kevin T.	Y	Y	Y	1
by 9/29/14, if applicable		i i i i i i i i i i i i i i i i i i i				
15.c.(2) Development Cost Pro Forma free from	Mandatory		Y	Y	Y	1
shortfalls		-				
TDC less than or equal to TDC Limitation (Exhibit D. 1.d.)	Eligibility		Y	Y	Y	0
16. Applicant Cert Signed	Mandatory	Bill C.	T Y	Y	Y	0
Financial Arrears Met (Section Five)	Eligibility	Kenny	Y	Y	Y	0
All Mandatory Elements Met?		Yes or No	Υ	Y	Y	6
All Eligibility Requirements Met?		Yes or No	Υ	Y	Y	7
Total Points Awarded	23 or	70	23	23	23	
Tie-Breakers						
15.e. Per Unit Construction Funding Preference, if applicable (Y/N)	Tie-Breaker	Kevin T.	Y	Y	Y	1
Florida Job Creation Preference (Y/N)	Tie-Breaker]	Υ	Y	Y	0
	Tie-Bre	·	6	11	16	

EXHIBIT 6

FLORIDA HOUSING FINANCE CORPORATION (CORPORATION)

ADVANCE REVIEW OF APPLICANT AND DEVELOPER LISTS OF PRINCIPALS FOR 2014 REQUEST FOR APPLICATIONS FOR SAIL FINANCING OF AFFORDABLE MULTIFAMILY HOUSING DEVELOPMENTS TO BE USED IN CONJUNCTION WITH TAX-EXEMPT BOND FINANCING AND NON-COMPETITIVE HOUSING CREDITS (RFA 2014-111)

Applicants responding to the upcoming RFA 2014-111 will be required to list the Principals for the Applicant and for each Developer ("List of Principals") in accordance with the following instructions ("RFA Instructions") and definitions ("RFA Definitions"):

Principals for the Applicant and for each Developer.

All Applicants must provide a list, as Attachment 2 to Exhibit A, identifying the Principals for the Applicant and for each Developer, as follows:

- (1) For a Limited Partnership, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (2) For a Limited Liability Company, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
- (3) For all other entities, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline.

The term "Principal" is defined in Exhibit C of the RFA, as follows:

(a) With respect to an Applicant or Developer that is a corporation, any officer, director or shareholder of the Applicant or Developer corporation, and, with respect to any shareholder of the Applicant or Developer corporation that is: (1) A corporation, any officer, director or shareholder of the corporation, (2) A limited partnership, any general partner or limited partner of the limited partnership, or (3) A limited liability company, any manager or member of the limited liability company; (b) With respect to an Applicant or Developer that is a limited partnership, any general partner or limited partner of the Applicant or Developer limited partnership, and, with respect to any general partner or limited partner of the Applicant or Developer limited partnership that is: (1) A corporation, any officer, director or shareholder of the corporation, (2) A limited partnership, any general partner or limited partner of the limited partnership, or (3) A limited liability company, any manager or member of the limited liability company; and; (c) With respect to an Applicant or Developer that is a limited liability company, any manager or member of the Applicant or Developer limited liability company, and, with respect to any manager or member of the Applicant or Developer limited liability company that is: (1) A corporation, any officer, director or shareholder of the corporation, (2) A limited partnership, any general partner or limited partner of the limited partnership, or (3) A limited liability company, any manager or member of the limited liability company.

For a limited period of time, the Corporation will review an Applicant's List of Principals for RFA 2014-111 subject to the following terms and conditions:

- 1. The Corporation's review of an Applicant's List of Principals will be subject to the same review standards as in the RFA.
- 2. An Applicant may submit its initial List of Principals and any corrected List of Principals for review to the Corporation by electronic mail (email) to AdvanceReview@floridahousing.org at any time beginning on August 18, 2014 (the "Submission Deadline"). A List of Principals and any corrected List of Principals submitted to the Corporation by any other means or after the Submission Deadline will not be reviewed under this advance review process by the Corporation.
- 3. The Applicant's email transmittal must include a contact person and email address for purposes of any response by the Corporation.
- 4. Corporation staff will review the Applicant's List of Principals and notify the Applicant of any deficiency by email directed to the contact person at the email address provided by the Applicant. If the Applicant's contact email address is incomplete or if the Corporation's email is returned as undeliverable, the Corporation will make no further attempt to notify the Applicant.
- 5. The Corporation will only consider a corrected List of Principals that is transmitted to the email address as specified by the Corporation.
- 6. The Corporation shall notify the Applicant if the List of Principals is approved. As evidence of the Corporation's approval of a List of Principals (whether it be the Applicant's initial list, or a revised list submitted by the Applicant in response to a notice of deficiency issued by the Corporation), each page of the approved List of Principals shall be stamped approved by the Corporation for that purpose ("Stamped List of Principals"). The Stamped List of Principals shall be transmitted to the Applicant.
- 7. A Stamped List of Principals may be submitted by the Applicant in its Application for purposes of responding to RFA 2014-111 for which the Applicant is eligible. In such case, the Corporation will only review the Stamped List of Principals to the extent necessary to confirm that it consists entirely of materials approved by the Corporation; otherwise, the Corporation shall accept the Stamped List of Principals as meeting the applicable requirements of the RFA.
- 8. The Applicant may submit its initial List of Principals or its corrected List of Principals until the Submission Deadline. However, no Stamped List of Principals or notification of deficiencies shall be issued by the Corporation after 5:00 p.m. Eastern Time on **September 5, 2014**.

Advance review of an Applicant's List of Principals is optional with the Applicant and is not required in order to submit an Application in response to RFA 2014-111.

To assist the Applicant in developing its List of Principals, the Corporation has developed a decision tree chart as well as samples designed to illustrate the acceptable form for listing Principals. The chart and samples are attached for reference.

If an Applicant received a Stamped List of Principals from the Corporation as a result of the RFA Advance Review process for a previous RFA, that Stamped List of Principals may be submitted in the Applicant's RFA 2014-111 Application provided the information on the Stamped List of Principals is still correct.

Principal Disclosures for Applicants and Each Developer

The Corporation is providing the following charts and examples to assist the Applicant in providing the required list identifying the Principals for the Applicant and for each Developer. The term Principals is defined in Section 67-48.002, F.A.C.

a. Charts:

(1) For the Applicant:

(a) If the Applicant is a Limited Partnership:

Identify All General Partners

For each General Partner that is a Limited Partnership:	For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
dentify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Applicant is a Limited Liability Company:

Identify All Managers

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director

and

Identify each Shareholder

Identify All Members

Identify All Limited Partners

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Applicant is a Corporation:

F. 1. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.				
Identify All Officers	and	Identify All Directors	and	Idantif. All Chamballan
	CL17C1	racinity All Directors	and	Identify All Shareholders

and

mpany: Corporation: Identify each Officer
and
Identify each Director
and
Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(2) For Each Developer:

(a) If the Developer is a Limited Partnership:

Identify All General Partners	and	Identify All Limited Partners	

and

For each General Partner that is a Limited Liability Company:	For each General Partner that is a Corporation:
Identify each Manager	Identify each Officer
and	and
Identify each Member	Identify each Director
	and
	Identify each Shareholder
	a Limited Liability Company: Identify each Manager and

and

For each Limited Partner that is a Limited Partnership:	For each Limited Partner that is a Limited Liability Company:	For each Limited Partner that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Developer is a Limited Liability Company:

ldentify All Managers	and	Identify All Members	

and

For each Manager that is a Limited Partnership:	For each Manager that is a Limited Liability Company:	For each Manager that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

and

For each Member that is a Limited Partnership:	For each Member that is a Limited Liability Company:	For each Member that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and
		Identify each Shareholder

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Developer is a Corporation:

I Idontific All Officers		7.1 .10 .11 .20		
Identify All Officers	and	I Identify All Directors	and	Idontific All Chanalalder
	CC17C1	I received the Directors	and	Identify All Shareholders

and

For each Shareholder that is a Limited Partnership:	for each Shareholder that is a Limited Liability Company:	For each Shareholder that is a Corporation:
Identify each General Partner	Identify each Manager	Identify each Officer
and	and	and
Identify each Limited Partner	Identify each Member	Identify each Director
		and Identify each Shareholder

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

b. Examples:

Example No. 1:

Applicant or Developer: Acme Properties, LLC

Sole Member/Manager: ABC, LLC

Manager: Amy Smith Sole Member: Patty Jones

Example No. 2:

Applicant or Developer: Acme Builders, LLC

Manager: Acme Management Co, Inc.

Officers: Peter Smith, President/CEO

Fred Jones, Vice President Patty Jones, Vice President Bob Brown, Secretary Amy Smith, Treasurer

Directors: Peter Smith

Fred Jones Patty Jones

Shareholders: Fred Jones

Patty Jones Bob Brown Amy Smith

Member: Adam Jones Member: Amy Smith

Example No. 3:

Applicant or Developer: Acme Properties, Ltd.

> Managing General Partner: ABC, Ltd.

General Partner:

XYZ, Inc.

Limited Partner

Fred Jones

Co-General Partner:

Acme Homes 3, LLC

Sole Manager/Member: Peter Smith

Co-General Partner:

ABC, LLC

Manager: Adam Jones

Manager: Peter Smith Member: XYZ, LLC

Member: Adam Jones Member: Peter Smith

Limited Partner:

Acme Homes Contractors, Inc.

Officers: Fred Jones, President

Bob Brown, Vice President Patty Jones, Secretary/

Treasurer

Directors: Fred Jones

Bob Brown Patty Jones

Shareholders:

Fred Jones

Bob Brown Peter Smith Patty Jones Adam Jones

EXHIBIT 7

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(2) Developer:

National Church Residences, 501c3 nonprofit corporation there are no

shareholders

Principals:

Directors

Lynn Anderson Virginia Barney Paul Bloomfield Eric Borders Jeffrey Copeland

John Terrence Davis, MD

Michael Flowers
Donald Gardiner
Cynthia Gerst
Floyd Jones
Mark McNaughton
Susan DiMickele
James Moats
Gregory Overmyer
A. Kenneth Plerce
Stephen Rish
Allen Rupiper
Deborah Russell
Donald Russell
James Savage

Mark Thompson Peter Vogel Robert Walter

Sr. Officers

Thomas W. Slemmer/President & CEO
Steven A Van Camp, SVP/CFO
Mark R. Ricketts, SVP/COO – corporate
Steven Bodkin, SVP/COO – housing
Michelle Norris, SVP/Business Development & Public Policy
David Kayuha, SVP/Corporate Relations Officer
Jeffrey Wolf, SVP/Philanthropy & Communication
Terry Allton, SVP/Home & Community Services
David Driver, SVP/

Attachment 2 **Approved** FHFC Advance Review 8/27/14

(1) Applicant:

Landings Port Richey Senior Housing Limited Partnership

Identity All General Partners

and

Identity All Limited Partners

General Partner of Application & Managing Member of Partnership

National Church Residences Landings

Port Richey FL LLC,

Sole Member and Manager of General Partner: National Church Residences, 501c3 nonprofit

corporation

Principals

Paul Bloomfield/Director Michael Flowers/Director A. Kenneth Pierce/Director Steven Bodkin/President Steven Van Camp, VP

Julie Fratianne, Secretary/Treasurer

Limited Partner of Partnership

NHT Equity, LLC,

Sole Member & Manager of NHT Equity, LLC: NHT Master Investor, LLC

Principals/Directors for NHT Equity, LLC and NHT Master Investor, LLC James A. Bowman/President Lori Little/VP/Secretary Michael Dummermuth/VP Margaret Norris/CFO/Treasurer